



Garden

RESIDENCY II

CONVEYANCE DEED



CONVEYANCE DEED

Property No. :
Project :
Type of Deed : Conveyance Deed
Type of Property : Residential
Carpet Area : sq. mtr. (..... Sq. ft.)
Value : Rs./- (Rupees only)
Stamp Duty : Rs. (Rupees only)
E-Stamp No. and date :

This deed of conveyance ("**Conveyance Deed**") is made and executed at District Gurugram, Haryana on this __ day of _____, 2025.

BY

M/s Ekaakshara Builders LLP, a Limited Liability Partnership (LLPIN No. ACM-5303) having its registered office at Unit 303, Suncity Success Tower, Sector-65, Gurugram, Haryana-122005, through a natural individual as its authorized signatory namely Mr..... (Aadhar No.) duly authorized vide board resolution dated (hereinafter referred to as the "**Vendor**") which expression shall unless repugnant to the context hereof mean and include their respective successors, representatives, nominees and assigns) being the party of the **FIRST PART**.

In Favour of

Mr. _____, (Aadhar No. _____) son of _____, aged about _____ years, residing at _____ (PAN No. _____), hereinafter called the "**Allotee(s)**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her legal heirs, executors, administrators, successors-in-interest and permitted assigns).

(For joint Allotee /Vendee)

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 legal heirs, executors, administrators, successors-in-interest and permitted assigns) of the **SECOND PART**.

The Vendor and the Vendee are hereinafter collectively referred to as the "**Parties**" and individually as the "**Party**".



DEFINITIONS AND INTERPRETATIONS:

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

1. **"Agreement"** means flat buyer's agreement already executed between the parties including amendments/ratifications thereto if any;
2. **"Allottee"** means and includes the person in whose favour an Independent Floor for Residential Usage has been allotted in the project namely "Garden Residency II" situated in revenue estate of Sohna, Sector 5 Sohna, District Gurugram, Haryana and the agreement had been executed by the Vendor and further has paid total sale consideration;
3. **"Apartment Ownership Act"** shall mean the Haryana Apartment Ownership Act, 1983 including any statutory enactments, amendments or modifications thereof and any other rules, regulations or bye-laws framed thereunder;
4. **"Common Areas"** shall mean all such parts/areas which have been specified in the Deed of Declaration/Schedule I of this deed and which the Allottee(s) shall use on a shared, non-exclusive basis with other Allottee(s) of the Project.
5. **"Deed of Declaration"** shall mean the deed of declaration (including any amendment thereto) filed or to be filed under the Apartment Ownership Act with regard to the said apartment/Project before the concern Authority
6. **"Occupancy Certificate"** means the certificate as issued against any of the buildings constructed/to be constructed in the Project individually or collectively by the concerned Authority granting permission to occupy a building in the project;
7. **"Building"** means building in a project namely "Garden Residency II" situated in revenue estate of Sohna, Sector 5 Sohna, District Gurugram, Haryana as sanctioned in building plans.
8. Words and expressions used in this conveyance deed but not defined and defined in the agreement shall have the same meanings respectively assigned to them in the agreement.
9. Any reference to the singular shall include the plural and vice-versa;
10. Any references to the masculine, the feminine and the neuter shall include each other;
11. Headings to Sections, parts and paragraphs of annexures and annexures are for convenience only and do not affect the interpretation of this Deed;
12. The words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;



13. Any reference to the phrase '*handing over the possession of the said Apartment*', '*taking over the possession of the said Apartment*' or any similar phrase shall mean (i) actual physical handover of the possession of the said Independent Floor in favour of the Vendee, or (ii) expiry of the period, for taking the possession of the said Independent Floor by the Vendee, as prescribed in the Possession Letter, whichever is earlier.

WHEREAS:

1. **Mr. Praveen Kumar alias Praveen Kumar Raghav** S/o Rajkumar Singh R/o Ward No. 11, Thakurwada, Sohna, Gurugram, Haryana-122103 [Aadhar No. 7398 6365 1072/ PAN AFUPR7057P] (hereinafter referred to as "Landowner-1"),
2. **Mr. Lokesh Kumar alias Lokesh Raghav** S/o S/o Rajkumar Singh R/o Ward No. 11, Thakurwada, Sohna, Gurugram, Haryana-122103 [Aadhar No. 7534 7506 6888/ PAN AWTPR5550K] (hereinafter referred to as "Landowner-2")
3. **Mr. Ravinder alias Ravinder Raghav** S/o Narender Singh R/o 206, Tower No. P1, Eldeco Accolade, Sohna, Gurugram, Haryana-122103 [Aadhar No. 3469 4084 5929] (hereinafter referred to as "Landowner-3"),
4. **Mr. Satpal Singh** S/o Surta R/o Sadarpur, Sector 45, Noida, Gautam Buddha Nagar, Uttar Pradesh-201301 [Aadhar No. 7932 0437 9746] (hereinafter referred to as "Landowner-4"),
5. **Mr. Bhopal Singh** S/o Surta R/o House No. 133, Shiv Mandir, Sector 45, Noida, Uttar Pradesh-201301 [Aadhar No. 5598 3855 0029/ PAN BHJPS4194N] (hereinafter referred to as "Landowner-5").

(Hereinafter the Landowner-1 to 5 as stated above shall collectively be referred to as the "Landowner" which term or expression shall unless repugnant to the context or meaning thereof, be deemed to include its successors-in-interest, and permitted assigns)

The Landowners 1 to Landowners 5 are the absolute and lawful owner of the land bearing Rectangle No. 142 Killa No. 24/2/2 min east (1-0), Rectangle No. 177 Killa No. 4 min north east (0-8), 5/1 (4-0), 6/1 (6-0), 6/2 (2-0) Rectangle No. 178 Killa No. 9 (7-2), 12/1 (5-12), 12/2 (2-8), 18 min north (6-9), 19 min north (6-9), 26 (0-8), 4 (8-0), 13 (8-0), 10/1 (4-0), 10/2 (4-0), 11/2 (6-8), 3 (8-0), 8 (8-0) total land admeasuring 88 Kanal 14 Marla or 11.0875 acres situated at revenue estate of village Sohna, Tehsil Sohna District Gurugram ('Said Land').

1. The Landowner(s) and the Promoter have entered into a Joint Development Agreement dated 27.03.2025, (Regd. No. 17469, Regd. Year 2024-2025, Book No. 01), Joint Development Agreement dated 27.03.2025, (Regd. No. 17468, Regd. Year 2024-2025, Book No. 01) and Joint Development Agreement dated 24.03.2025,



(Regd. No. 17134, Regd. Year 2024-2025, Book No. 01) all duly registered before the office of the Sub-Registration Sohna, District Gurugram, Haryana with respect to the development and registration of the Affordable Plotted Colony under the Deen Dayal Jan Awas Yojana 2016 on the land admeasuring 11.0875 Acres located in the revenue estate of Village Sohna, Sector 5 Sohna, Tehsil Sohna, District Gurugram, Haryana.

2. The Vendor has obtained the Licence No. 118 of 2025 dated 14.07.2025 (Memo No. LC-5621-JE(SK)-2025/26455) for setting up of development of Affordable Plotted Colony under the Deen Dayal Upadhyay Jan Awas Yojana ("DDJAY") from the Department of Town & Country Planning, Haryana, Chandigarh. The said License was granted under the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975 ("Act") and Haryana Development and Regulation of Urban Areas Rules, 1976 ("Rules") upon the conditions mentioned therein.
3. That the present Project is proposed to be developed in area admeasuring 0.9695 Acres forming part of the 118 of 2025 dated 14.07.2025 (Endst. no. LC-5261-JE(SK)-2025/26455) issued by the Department of Town & Country Planning, Haryana. ("DTCP")
4. The Vendor has obtained approval of Building Plans from Department of Town and Country Planning (DTCP) vide Memo dated for the above Independent Residential Floors on the said Land.
5. The Project comprises of several buildings consisting of self-contained independent Floors with Residential Usage along with common infrastructure.
6. The Vendor has registered the Project under the provisions of the Real Estate (Regulation and Development) Act 2016 with the Haryana Real Estate Regulatory Authority at Gurugram as registration No of dated vide memo No.
7. The Vendee represents and confirms that it has examined, prior to the date hereof, the copy of the said RERA Certificate along with all the documents pertaining to the project and project Land and such documents have been examined in detail by its advocates, planning as well as architectural consultants. It has also examined all documents and information submitted by the Vendor to the concerned Haryana Real Estate Regulatory Authority as required by the Act and the Rules framed thereunder and has understood the documents and information in all respects.
8. The Vendee has shown interest in the Project and applied for allotment of an Independent Floors vide application No.....dated.....



9. Pursuant to the said application, a Independent Floor for Residential Usage bearing No., in Block having a tentative Carpet Area of Sq. Mtrs. (..... Sq. Ft.) on floor and balcony area if any sq. ft. tentative together with the earmarked with Four-wheeler stilt parking and the pro rata share in the Common Areas-details of which are more specifically provided in Schedule II (hereinafter referred as Independent Floor) was allotted to the Vendee vide allotment letter dated and on other terms and conditions appearing in the duly executed agreement including the payment plan opted by the Vendee.
10. Upon completion of the Project, the occupation certificate has been obtained from DTCP, vide Memo no. dated and deed of declaration, in compliance of the Apartment Ownership Act, has been duly registered vide Vasika No. dated with the office of Sub-Registrar Harsaru, District Gurugram, Haryana.
11. That Vendor has raised final demand upon the Vendee after the receipt of occupation certificate and offered the possession of the independent residential floor subject to payment of total sale consideration in terms of the agreement.
12. The Vendee, prior to paying the balance sale consideration, has examined the said Independent Floor for Residential Usage, relevant documents and having fully satisfied itself with the workmanship used in construction along with the Carpet Area of Apartment, paid balance sale consideration as such it has paid Rs. [Total paid amount Rupees only]/- as a total consideration ("**Total Consideration**") for the said Independent Floor.
13. The Vendee further confirms that it has verified the description and physical condition of the said Project and Independent Floor and/or the size, dimensions, etc. of the said Independent Floor and any other physical characteristics thereof such as bath fittings, sanitary fittings, electrical fitting and switches etc, the services to be provided by the Vendors, the facilities/amenities to be made available to the Vendee in terms of the agreement.
14. The Vendee hereby acknowledges and confirms that the final Carpet area is sq.mtrs (..... Sq. Ft.)
15. Thereafter the Vendor has scheduled to handover the actual physical possession of the Independent Floor to the Vendee as per the specifications & amenities mentioned in the agreement and Vendee also confirms the taking over the actual physical possession at the time of execution of the present deed pursuant to the offer of possession letter.



16. The Vendee has now desired to get this Deed registered in its favour after fully satisfying themselves as to the constructions, designs and specifications which have been made in accordance with the sanctioned drawings with such modifications as were necessary, as have been agreed to between the Vendor and the Vendee in terms of the agreement.
17. The Vendee hereby also assures, represents and warrants to the Vendor that it shall comply with the terms hereof and all the applicable laws and statutory compliances with respect to the said Independent Floors, pay charges as may be levied in terms of the User Charges Agreement & Occupants' Manual executed by the Vendee ("**User Charges Agreement & Occupant Manual**") and shall not interfere or object to any proposed balance construction, if any to be raised thereon as per FAR and density available now or in future and relying on all the assurances, representations and warranties made herein by the Vendee, the Vendor has agreed to enter into this Deed.
18. The Vendee has solely relied on his/her own judgment and investigation in this regard before deciding and/or agreeing to execute this Deed and the Vendee further confirms that no oral or written representations or statements made by any Party shall be valid or shall be considered to be part of this Deed with respect to the description, workmanship, specification of the apartment, quality of the construction, infrastructure availability etc as this Deed not only being self-contained and complete in itself in these respects but Vendee also has examined, verified and confirmed these aspects.

NOW THEREFORE in furtherance to receipt of the total sale consideration, the Parties are executing this Conveyance Deed for recording the sale, conveyance and transfer on ownership basis said individual Independent Floor and exclusive right to only use and occupy the designated Parking Space against the said Independent Floor, absolutely and forever, in favour of the Vendee on the terms and conditions mutually agreed by and between the Parties which is contained in this Conveyance Deed as under:

- 1(a) That subject to the exceptions, reservations, conditions and covenants contained herein to be observed and in consideration of the total sale consideration already paid by the Vendee to the Vendor, the receipt whereof the Vendor do and acknowledge, the Vendor do hereby transfer, convey, assure and assign unto the Vendee on ownership basis said individual Independent Floor free from all encumbrances and exclusive right to only use and occupy the designated Parking Space against the said Independent Floor, absolutely and forever with proportionate, undivided, impartible right to only use the common areas except for the terraces specifically and exclusively reserved for utilization by the Vendor for installation of utility services. The Vendor alone shall have the absolute and the sole right to use the terraces of the various structures, towers or



buildings in the Project which are not included in the Common Areas. The Vendor shall have sole right to give on lease or hire any part thereof for any purpose including installation and operation of antenna, satellite dishes, communication towers, other communication equipment or to use/hire/lease the same for the purpose of advertisement spaces or otherwise and the Vendee shall not have any right to object to or prevent the same.

- (b) That the Vendor has also allotted along with the Independent Floor usage right for one Four-wheeler stilt parking space to be held and used exclusively by the Vendee as an integral and inseparable part of the said Independent Residential Floor. The parking space shall not be treated as any independent property nor shall it be alienated independently of the said Apartment. The Vendee agrees that above four-wheeler stilt parking spaces allotted shall form part of Independent Floor as per the deed of declaration filed under Apartment Ownership Act and further amendments thereto.
 - (c) That the Project shall always be known as "Garden Residency II" situated in revenue estate of Sohna, Sector 5 Sohna, District Gurugram, Haryana and the said name shall never be changed by Vendee and/or jointly by owners or the registered association of allottee/owners.
- 2(a) The Vendor hereby confirms and acknowledges the receipt of the Total Consideration in respect of the said Independent Floor paid by the Vendee to the Vendor and that there is nothing due from the Vendee towards the sale consideration in respect of the said Apartment.
- (b) That the Vendee has paid his/her pro-rata share of the cess, taxes including but not limited to GST. The Vendee has further agreed to additionally pay, on demand, the proportionate share of any additional amount on account of taxes or development charges payable to the competent authority and/or increase in any other charges/fee/tax/cess etc. which may be levied or imposed by the competent authority with retrospective effect to the Vendor. The Vendor undertakes and agrees that while raising a demand on the Vendee for such increased in taxes or development charges, cost/ charges/ fees/ levies etc. imposed by the competent authorities, it shall enclose the said notification/ order/ rule/ regulation to that effect along with the demand letter being issued to the Vendee.
 - (c) The Vendee shall ensure that fire safety equipment shall be kept functional and subsistent always within the said Independent Floor and in all Common Areas, as a part of the Association.
 - (d) That the Vendee, if residing outside India shall be solely responsible to comply with the necessary formalities as laid down in Foreign Exchange Management Act, 1999



("FEMA"), the Reserve Bank of India Act, 1934 ("RBI Act") and the rules and regulations framed thereunder and any other applicable laws including that of remittance of payment(s) and for acquisition of the immovable property in India. The Vendee shall furnish the required declaration as may be prescribed in this regard. The Vendee shall be solely responsible for any failure to comply with the applicable FEMA provisions, RBI Act and/or any rules or guidelines made thereunder. The Vendee shall indemnify and keep and hold the Vendors and its directors/employees/associates, etc. fully indemnified and harmless against any losses, damages, impositions or liabilities, including but not limited to any statutory liability, claim, action, penalties, charge, costs, expenses, etc. due to such failure.

3(a) That it is made clear to the Vendee that they shall be entitled to the ownership rights in the Project and rights of usage only as specified below:

(i) The Vendee shall have ownership of the said Independent Floor for Residential Usage.

(ii) The Vendee shall have undivided interest in the Common Areas within the Project.

(iii) The Vendee shall use the Common Areas within the said Project in which the said Independent Floor is situated, harmoniously along with other allottees, occupants, users, staff of operating agency etc. without causing any inconvenience or hindrance to them. However, the Vendee shall not be entitled to claim partition of its interest in the Common Areas. This clause shall be applicable to the Vendee and all subsequent transferees as well.

(iv) That The Vendor has made it clear to the Vendee and the Vendee acknowledge that the Vendee shall have no title and absolute interest in the Four-wheeler stilt parking space and other spaces on the surface of the said Project which have not been allotted/sold to Vendee and reserved by the Vendor which shall be dealt with by the Vendor at its own discretion as it shall remain the absolute property of the Vendor till it is sold or conveyed in any manner. The Vendee shall not raise any claim against such unreserved Four-wheeler stilt parking on the surface of the land possessed by the Vendor nor shall the Vendee attempt to use or park its vehicles in unreserved parking spaces. It is made abundantly clear and agreed by the Vendee that no other land(s)/Unreserved parking spaces is/are forming part of the Deed.

(v) That the usages right in the Common Areas does not confer any separable/ exclusive title or share in the Common Areas and shall be governed as per Haryana Apartment Ownership Act, 1983 and subsequent amendments thereto.



- (vi) That the Vendee understands that additional infrastructure may be required in future to meet the future demands/requirements of the said Project or for complying with the requirements of the electricity department/distribution or supply of energy, in which event; the Vendee acknowledges and agrees to pay additional proportionate share in the installation of the electricity establishment cost.
4. That vacant and physical possession of the said Independent Floor has scheduled to be handed over by the Vendor to the Vendee herein at the time of execution of the present deed pursuant to the possession letter, and the Vendee hereby confirms having taken over the possession of the same from the Vendor after satisfying himself/herself/themselves that the workmanship used in construction as also the various installations like electrification work, sanitary fittings, water and sewerage connection etc. provided, as shown in accordance with the drawings, designs and specifications as per the Agreement and terms and conditions of booking and the same are in good order and condition and that the Vendee has satisfied himself in respect of the location and final Carpet Area calculations and measurements of the said Apartment.
- 5(a) That the Vendee agrees that in case further construction on any portion of the said Land or said Project or on the terrace becomes permissible, the Vendor shall have the exclusive right to take up or complete such further construction as belonging to the Vendor. It is agreed that in such a situation or with a view to complying with the provisions of the Apartment Ownership Act, the right of the Vendee in the Common Areas and in the said Land underneath the said Project shall stand varied accordingly, without any claims from the Vendee. The Vendor shall be entitled to connect the electric, water, sanitary, power backup and drainage fittings on the additional structure(s)/ storey(s) with such existing facilities / installations without any hindrance from the Vendee. That the Vendor shall be the owner of all terrace areas, not being a part of the Common Areas, which have not been transferred.
- (b) The Vendee agrees that if there is any unutilized FAR including due to revised FAR and density norms, Vendor can raise construction over it at a later date and Vendee will have no objection to the same even after the Project has been irrespective of the fact that possession has been handed over. Vendee gives unconditional consent to the Vendor to utilize additional FAR and population density as granted after adopting due process of law and Vendee shall have no objection or claim for any compensation for the same subject to the condition that construction happens as per norms and approved designs and drawings.
- 6(a) That the Vendee agrees to abide by all laws, bye-laws, rules and regulations, conditions of the Central or State Government or the applicable local bodies and shall be responsible or liable for all defaults, violations or breaches of any of the conditions of



approvals and/or rules and regulations as may be applicable on the Vendee always. The Vendee also agrees to abide by the terms of the Apartment Ownership Act, as applicable and as amended from time to time and shall keep indemnified the Vendor and its employees for any liabilities or penalty resulting from such violations that may be attributable to the Vendee.

- (b) That the Vendee shall not use the said Independent Floor or permit the same to be used for purpose other than permitted purpose and/or for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of other apartments or for any illegal or immoral purposes and shall not do or suffer anything to be done in or about the said Independent Floor which may tend to cause damage to any flooring or ceiling of any floor below, above or in any manner interfere with the use thereof or of space, passages or amenities available for common use in the Common Areas.
- (a) That with a view to maintain uniform aesthetics of the said Project, the Vendee shall not put up any name plate, sign board, neon sign, publicity or advertisement material, hanging and/or drying of clothes, notice board etc. in the Common Areas or at the external façade of the building or anywhere on the exterior on Common Areas and shall not change the color scheme of the outer walls or painting of the exterior side of the doors and windows including by means of fixing of colored films etc. or carry out any change in the exterior elevation or design. The Vendee shall be entitled to display his/her name plate only at the proper place provided for the said Independent Floor and in the manner approved by the duly appointed service provider agency or Association (as the case may be). Further, circulating/displaying letters on the notice board or otherwise shall be done with prior approval of Association and after giving proper representation to the Association.
- (b) That the Vendee shall not keep any hazardous, explosive, inflammable chemicals/material etc. which may cause damage to the said Project. The Vendee shall always keep the Vendor harmless and indemnified for any loss and damage in respect thereof.
- (e) That the Vendee agrees and undertakes that to ensure uniformity and non-interference with structures, ducting, internal cabling etc. and for general safety, security as well as larger interest of the said Project, the service provider agency or the Association (as the case may be) shall designate, regulate and approve the entry of service providers such as telephone, cable, satellite T.V/Radio, internet, Wi-Fi, wi-max, IP/IT services, general utility services or any other type of services. The Vendee shall take prior written approval of Vendor or service provider agency before laying and /or connecting upon any type of pipes, wires, cables, antenna(s) through Common Areas, common facilities and/or the areas or facilities owned by the Vendor or any electrical, water, battery or generator and the connection shall not be installed without written approval. In case such approval is not taken within 5 years from the date of possession, the Vendor or service



provider agency shall be entitled to remove such connections without any compensation or claim and at the cost of Vendee and shall remain indemnified for change of any power points, service points etc. if the same is not brought to its notice.

- 7(a) That in case the Vendee has purchased the ground floor apartment, Vendee has been allowed to use the open/sit out/balcony area/green area earmarked, if any for the said Independent Floor for the limited purpose of keeping the same green and maintained, the nominees /staff /workmen of the Vendor shall have the rights to enter into or upon the sit out area for the purposes of repairs, inspection and replacement of the service lines passing through the same. (as the case maybe) No construction whether temporary or permanent, is permitted on the said open/sit-out/balcony area green area. This right of use of the sit-out area shall be subject to the provisions of the Apartment Ownership Act as applicable and as per sanctioned drawings only.
8. That the Vendee shall have no right, title or interest of any kind in the land and building(s) reserved for future exploitation. Further, the Vendee shall not have any claim or right in any commercial premises or commercial building unless an Independent Floor has been allotted in the commercial premises or interference in the operation and management of shop(s), commercial premises, lawns, or community facilities/amenities in the said Project.
- 9(a) The Vendee agrees that in compliance of the DTCP instructions, the Vendor shall provide maintenance of the project, for a period of five years from the date of grant of occupation certificate i.e. (such period referred to as “**Vendor Maintenance Period**”). The Vendor shall have the right to provide maintenance services of the Project either directly or indirectly through an agency. Upon expiry of the Vendor Maintenance Period, the Project shall be handed over to the Association. Thereafter, the Association shall have the right to either continue with the service provider agency appointed by the Vendor or appoint a new service provider agency to undertake maintenance services of the Project. After the expiry of Vendor Maintenance Period, the Vendee agrees and undertakes to pay the maintenance fee, from time to time, on such terms and conditions as may be agreed between the Association and maintenance agency.
- (b) That as per the terms stipulated in the Deed and the Occupants’ Manual, the Vendor or the service provider agency (as the case may be), shall look after the maintenance and upkeep of the Common Areas and shall enter into related agreements for the purposes of supply of electricity, common facilities, and any other agreements as amended from time to time by the Association or service provider agency (as the case may be).
- (c) That the Vendee agrees and confirms that it shall abide by the terms of the user charges agreement and Occupant’s Manual and shall be bound by the same at all times. The



Vendee shall further be solely responsible to maintain always its Independent Floor at its own cost in a good condition and shall not do or suffer to be done anything in or to the Project or the Independent Floor 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 Independent Floor and keep the said Apartment, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belongings thereto in good and tenantable repair, and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Project is not in any way damaged or jeopardized. The Vendee shall also not change the color scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design except with prior written permission of the Vendor. Further, the Vendee shall not store any hazardous or combustible goods in the said Independent Floor or place any material including flower pots etc. in the common passages or staircase of the said building. The Vendee shall also not remove any wall, including load-bearing wall of the said Apartment. The walls shall always remain common between the said Independent Floor and the Independent Floor of other allottees of adjacent apartment.

- (d) The Vendee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Vendor. The non-observance of the provisions of this clause shall entitle the Vendor or Association or the duly appointed service provider agency (as the case may be) to enter into the Apartment, if necessary, and remove all non-conforming fittings and fixtures at the cost and expense of the Vendee. The Vendee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- (e) The Vendee shall keep the said Apartment, the walls and partitions, sewers, drains, pipes and appurtenances thereto belonging in good tenable repair or condition and in particular so as to support, shelter and protect all parts of the Project other than the said Independent Floor 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 condition or law, bye laws or rules and regulations.
- (f) That the Vendee undertakes not to commence any structural alteration, addition or any other interior work without obtaining prior permission of the Vendor or Association, as the case may be. Even pursuant to grant of requisite permission, the Vendee or the person(s) inducted by the Vendee shall ensure that the interior or any work does not even touch the R.C.C. structure and/ or load bearing walls nor does it cause any hindrance or obstruction to other property owners in the Project. During the course of such interior work, the Vendee or the person(s) inducted in possession in the property shall take all precautions to ensure that no damage is caused to the Common Areas or to other



properties in the Project and in such an eventuality, shall be solely liable for providing the entire amount of compensation to the affected party and/or restoration of the damages so caused.

- (g) The Vendee hereby agrees and undertakes to become a member of the Association and to complete all the documentation and fulfill its obligations as may be required under the Apartment Ownership Act and the Real Estate Act 2016 promptly on being called upon.
 - (h) Subject to the provision of the Real Estate Act 2016 read with the applicable Rules framed thereunder, the Vendee shall have no objection if the Vendor makes any alterations, additions, improvements or repairs whether structural or non-structural, interior or exterior, ordinary or extra ordinary in relation to any unsold premises within the Project or the external façade and the Vendee agrees not to raise objection or make any claim on this account.
 - (i) That the Vendee shall not use the said Independent Floor so as to cause blockade or hindrance to any Common Areas, common passages, veranda or terraces. No Common Areas of the Project will be used by the Vendee for keeping/ chaining pets/ animals, dogs, birds or storage of cycle, motorcycles/wrong/unauthorized parking, nor the Common Areas shall be blocked in any manner whatsoever.
 - (j) The Vendee shall not be allowed to do any activity which may be objected to, by the other allottees, occupants such as playing of high volume music, use of loudspeaker, dumping of garbage or any activity which spoils the decorum or decency or beauty of the Project, including defacing of common walls, lifts or throwing or dumping of refuse/garbage which could be subject to fine or penalties as per prevailing and applicable laws/byelaws/occupant manual in the Project.
 - (k) The Vendee in its individual capacity as well as the prospective or existing member of the Association as the case may be, hereby confirms and agrees that subject to section 22 of the Apartment Ownership Act in the event of redevelopment of the said Land at any time in future on account of any force majeure events or any catastrophe or for any other reason(s) whatsoever, the Vendor shall be offered the right of first refusal for carrying out such redevelopment on the Land. This clause shall be applicable to the Vendee and all subsequent transferees as well.
10. That the Vendee shall be liable to pay property tax and all rates, taxes, charges, assessments, levies, by whatever name called, assessed or imposed by municipal or other authorities whether levied now or in future in respect of the said Independent Floor effective from the date of handing over possession of the said Apartment, so long as each Independent Floor is not separately assessed for such taxes for the said Land and/or said



Project, the same shall be payable and be paid by the Vendee in proportion to the Carpet Area of the said Independent Floor conveyed to him in terms of this Deed. Till the Independent Floor is individually assessed to property tax or any other charges as aforesaid by the authorities, the Vendee shall be liable to pay to the Vendor on demand, such taxes / charges whether levied now or in future on the land / buildings of the Scheme, proportionate to the area of the Apartment. These taxes, fees, cesses etc. shall be paid by the Vendee irrespective of the fact whether the maintenance is carried out by the Vendor or its nominee or any other body or association of all or some of the Apartment.

11. If the Vendee has to make any payment, in common with other allottee(s)/occupant(s) in the Project, the same shall be the proportion which the Carpet Area of the Independent Floor bears to the total Carpet Area of all the apartments in Project / Complex/Tower, as the case may be.
12. (a) That the Vendee shall be entitled to get the Independent Floor transferred and mutated in its own name as owner in the revenue records or of any other concerned authority on the basis of this Deed or its true copy without any further act or consent of Vendor. However, if the Vendee transfers the Independent Floor to a third party, subject to Clause 10 above, then the transferee shall be bound by the terms and conditions of this Deed.

(b) It is categorically agreed by and between the parties that Vendor shall not be liable for rectification of any structural defect or any other defect in workmanship, quality or provision of services or any other obligations in the following circumstances:
 - (i) if the same has resulted due to any act, omission or negligence attributable to the Vendee or non-compliance of any Applicable Laws by the Vendee; and
 - (ii) the defects that are the result of ordinary wear and tear in due course

Provided that the Vendee understands that there is a fundamental difference between hand over of the building/ constructions or infrastructure services and systems free from defects on the one hand and maintenance of handed over building/constructions or infrastructure services and systems so as to maintain defect free functioning which by its nature is a lifelong process. Accordingly, the continued maintenance of the systems handed over would not be the responsibility of the Vendor, and the Vendor shall not be liable for rectification of any defects therein.

Provided further that in case any such structural defect or any other defect in workmanship, quality or provision of services by the Vendor at the Project, reasonably and in the ordinary course requires additional time beyond the said 30 (thirty) days, then the Vendor shall be entitled to the same, provided an intimation thereof has been



provided to the Vendee prior to expiry of the said initial 30 (thirty) days. The Vendee hereby agrees to such additional time / extension of time without being entitled to / making any claim to receive appropriate compensation in the manner as provided under the Act and/or otherwise under the Applicable Laws.

13. It is clearly understood and agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Independent Floor and the Project shall equally be applicable to and enforceable against and by any subsequent purchaser of the Apartment, as in case of a transfer, all obligations go along with the Independent Floor for all intents and purposes.
14. That if any of the provisions of this Deed shall be determined to be void or unenforceable under any applicable law, such provisions shall be deemed to be amended or deleted in so far as reasonably inconsistent with the purpose of this Deed and to the extent necessary to confirm to applicable law and the remaining provisions of this Deed shall remain valid and enforceable in accordance with the terms and conditions mentioned therein.
15. (a) The recitals, annexures and schedules including any representations and warranties form part of and are an integral part of this Deed and shall have the same force & effect as if expressly set out in the body of this Deed being binding on the Parties, and any reference to this Deed shall include any recitals and annexures to it. Any references to Clauses and annexures are to Clauses of and annexures to this Deed. Any references to parts or paragraphs are, unless otherwise stated, references to parts or paragraphs of the annexures in which the reference appears;
- (b) The Vendee acknowledges and agrees that it shall continue to remain bound by such terms and conditions of the Agreement in relation to the said Independent Floor and such obligation shall be applicable to subsequent transferees of the Vendee as well.
- (c) References to this Deed or any other document shall be construed as references to this Deed or that other document as amended, varied, novated, supplemented or replaced from time to time;
16. That all costs of stamp duty, registration fee and other miscellaneous and incidental expenses on the execution and registration of this Deed have been borne and paid by the Vendee and the Vendee agrees to pay any further demand or deficiency of stamp duty, fee etc. made by the concerned government authority, in future.
17. The rights and obligations of the Parties under or arising out of this Deed including disputes between the Parties shall be construed and enforced in accordance with the Act



and rules framed thereunder and other applicable laws of India for the time being in force.

IN WITNESS WHEREOF the Parties have executed these presents at the place, day, month and year as first above written in the presence of witnesses:

Witnesses:

1. _____ (VENDOR)

2. _____ (VENDEE)



SCHEDULE-I

(COMMON AREAS)

SCHEDULE –II

(DESCRIPTION OF THE PREMISES UNDER SALE)

The residential **Floor No.** in Block admeasuring approx. sq. mtr
(..... Sq. Ft.) **Carpet Area**, situated in "Garden Residency II" situated in
revenue estate Sohna, Sector 5 Sohna, District Gurugram Haryana.

