

**CONVEYANCE DEED**

Property No. : \_\_\_\_\_

Project : "ROF ANTARES", Sector 7, Sohna

Type of Deed : Conveyance Deed

Type of Property : Residential

Carpet Area : \_\_\_\_\_ sq. ft.

Balcony Area : \_\_\_\_\_

Value : Rs. \_\_\_\_\_/-

Stamp Duty : Rs. \_\_\_\_\_

E-Stamp No. and date : \_\_\_\_\_

THIS Deed of Conveyance (“**Conveyance Deed**” or “**Deed**”) is made and executed at Sohna on this \_\_ day of \_\_\_\_\_20\_\_\_\_.

**BY**

**M/s ROF Infratech and Housing Private Limited**, a company incorporated under the Companies Act, 1956 vide CIN-U70102DL2012PTC239356 and presently existing under the Companies Act, 2013, and having its registered office at M-18, Greater Kailash, Part-II , New Delhi-110092 (PAN: \_\_\_\_\_) represented through its authorized signatory **Mr.** \_\_\_\_\_ ,(Aadhaar Card 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 its respective successors-in-interest, representatives, nominees and permitted assigns) being the party of the FIRST PART

**IN FAVOUR OF**

**Mr./Mrs./Ms.** \_\_\_\_\_ **S/D/W/o** \_\_\_\_\_ **(Aadhaar no \_\_\_\_\_ and PAN: \_\_\_\_\_ ) Residing At \_\_\_\_\_** hereinafter referred to as the "Vendee", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their legal heirs, executors, administrators, successors-in-interest and permitted assigns) being the party of the SECOND PART.

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

**WHEREAS:**

- A. That the Vendor is the sole, absolute and lawful owner of a land parcel comprising in Rect. No. 222: Killa No. 12/1(1-0), 18(8-0), 19/1/2(5-12), 19/2(0-8), 22/1(0-8), 22/2/1(0-3), 22/2/2(5-19), 22/3(1-10), 23/1(6-9), 23/2(1-11), Rect. No.227; Killa Nos. 2/1(0-8), 2/2(7-6), 2/3(0-7), 3(8-0), 8(8-0), 9/1/1(0-8), 9/1/2(1-10), 12(8-0), 13/1(4-0), 13/2(4-0), 19(8-0), 22(8-0) total admeasuring 11.11875 Acres (88 Kanal 19 Marla) situated in the revenue estate of village Sohna, Gurugram (Hereinafter referred to as the “**Said Land**”) vide Sale Deed dated 05.12.2023 registered as document no. 11541 and Sale Deed dated 11.01.2024 registered as document no. 13085 both registered before the at the office of the Sub-Registrar, Sohna, Gurugram, Haryana.
- B. The Director Town and Country Planning, Haryana, Chandigarh (hereinafter referred to as the “**DTCP**”), has granted the approval/ sanction to develop the Project *vide* approval bearing license no. 182 of 2024 dated: 10.12.2024 (hereinafter referred to as the “**License**”)under the Haryana Development & Regulation of Urban Areas Act, 1975 (hereinafter referred to as the “**1975 Act**”) and the Haryana Development & Regulation of Urban Areas Rules, 1976 (hereinafter referred to as the “**1976 Rules**”) read with the Affordable Group Housing Policy, 2013 issued by the Government of Haryana vide Town and Country Planning Department notification dated 19.08.2013 as amended from time to time (hereinafter referred to as the “**Policy**”) for construction and development of a residential project with commercial complex common areas and multistoried affordable group housing buildings named as “**ROF ANTARES**”

(hereinafter referred to as the "**Project**") developed by ROF Infra;

- C. The aforesaid License was granted to the Vendor under the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975 (hereinafter referred to as the "**Act**") and Haryana Development and Regulation of Urban Areas Rules, 1976 (hereinafter referred to as the "**Rules**") upon the conditions mentioned therein.
- D. The Vendor has obtained approval on the building plans from DTCP vide letter bearing Memo No. ZP-2059/JD(RA)/2025/39819 dated 15/10/2025 and the environmental clearance bearing no. \_\_\_\_\_ dated: \_\_\_\_\_ from the State Environment Impact Assessment Authority, Haryana, for the Project. The Promoter agrees and undertakes that it shall not make any changes to the approved building plans except in strict compliance with Section 14 of the Act/ any other laws as applicable;
- E. The Project comprises of several towers consisting of self-contained independent apartments along with common infrastructure, parking sites, community building, anganwadi-cum-creche and commercial shops.
- F. The Project is registered under the Real Estate (Regulation and Development) Act, 2016 and Rules/Regulations framed there under (hereinafter referred to as the "**RERA**") with the Haryana Real Estate Regulatory Authority at Gurugram vide Registration No. \_\_\_\_\_ of 2025 dated \_\_\_\_\_.
- G. The Project has been completed and Occupation Certificate (OC) in respect thereof has been obtained by the Vendor from the DTCP vide Memo No. \_\_\_\_\_ dated: \_\_\_\_\_.
- H. In compliance of the provisions contained under the Haryana Apartment Ownership Act, 1983 and Rules framed there under (hereinafter referred to as the "**HAO Act**"), Deed of Declaration in respect of the Project has been registered as Vasika No. \_\_\_\_\_ dated: \_\_\_\_\_ with the office of Sub-Registrar, Harsaru, Gurugram.
- I. The Vendee represents and confirms that he/she has examined all the documents pertaining to the Project on the website of the Real Estate Regulatory Authority at Gurugram, and has/have understood all the documents and the information provided by the Vendor.
- J. In terms of the Policy and considering the application submitted to the Vendor by the Vendee, an apartment bearing No. \_\_\_\_\_ in **Tower** \_\_\_\_\_ having a Carpet Area of \_\_\_\_\_ Sq. Ft. and balcony area \_\_\_\_\_ Sq. Ft. on \_\_\_\_\_ **Floor** together with the earmarked two wheeler open parking site bearing number \_\_\_\_\_ (hereinafter referred as the "**Said Apartment**") was allotted to the Vendee vide allotment letter dated \_\_\_\_\_, and thereafter an apartment buyer agreement/ agreement for sale ("**Agreement**") was executed between the Parties and all the terms & conditions of allotment were contained therein and the same shall form the part of this Conveyance Deed.
- K. The Vendee, before making the final payment to the Vendor and execution of this Conveyance Deed, has examined the said Apartment, relevant documents and, having fully satisfied himself/ herself/ themselves with the workmanship used in

construction and the Carpet Area of the Said Apartment (including design and specifications thereof), and thereafter, paid the balance sale consideration to the Vendor. Accordingly, the Vendee has paid an amount of Rs \_\_\_\_\_/- (**Rupees \_\_\_\_\_ Only**) as total sale consideration ("**Total Consideration**") for the Said Apartment to the Vendor, which the Vendor hereby acknowledges.

- L. The Vendee further confirms that it has verified the description and physical condition of the Said Project and the Said Apartment including size, dimensions, etc. of the Said Apartment and all other physical characteristics thereof, such as bath fittings, sanitary fittings, electrical fitting and switches etc., the facilities/amenities to be made available to the Vendee in terms of the Agreement.
- M. On the Vendee being satisfied in all respects, the Vendor has handed over the actual physical possession of the Said Apartment to the Vendee as per the specifications & amenities mentioned in the Agreement, and the Vendee also confirms taking over the actual physical possession of the Said Apartment.
- N. The Vendee has now desired to get the Conveyance Deed of the Said Apartment executed & registered in his/her favour.
- O. The Vendee hereby also assures, represents and warrants to the Vendor that he/she shall comply with the terms hereof and all the applicable laws and statutory compliances with respect to the Said Apartment, pay charges as may be levied in terms of the **Operation and Servicing Agreement** executed by the Vendee (Hereinafter referred to as the "**O&S Agreement**") and shall not interfere or object to any ongoing/proposed construction to be raised on the Said Land 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.
- P. The Vendee has solely relied on his/her own judgment and investigation before deciding and/or agreeing to execute this Deed and the Vendee further confirms that no oral or written representations or statements made by the Vendor shall be valid or shall be considered to be part of this Deed with respect to the description, workmanship, specification of the Said Apartment, quality of construction, infrastructure availability etc. as this Deed not only being self-contained and complete in itself in these respects but the 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 of ownership of the Said Apartment and exclusive right to only use and occupy the designated Parking Space against the Said Apartment, 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 Consideration already paid by the Vendee to the Vendor, the receipt whereof the Vendor do hereby acknowledges, the Vendor do hereby transfer, convey, assure and assign unto the Vendee the ownership of the Said Apartment, free from all encumbrances and exclusive right to use and occupy the designated Parking Space against the Said Apartment, absolutely and forever with

proportionate, undivided, impartible rights to 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 Said Apartment usage right for one two-wheeler parking space to be held and used exclusively by the Vendee as an integral and inseparable part of the Said Apartment. The parking space shall not be treated as any independent property and it shall not be alienated independently of the Said Apartment. The Vendee agrees that above two-wheeler parking space allotted shall form part of the Said Apartment.
  - (c) That the Project shall be known as "ROF Antares", and the said name shall not be changed by the Vendee individually and/or jointly with other allottee/owners of apartments in the Project or their association.
  - (d) That the Vendee has inspected the Said Apartment and finds the same as per Vendee's satisfaction. The Vendee does not have any further claim including monetary from the Vendor.
- 2(a) That the Vendor hereby confirms and acknowledges the receipt of the Total Consideration in respect of the Said Apartment 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 its 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 prospectively or retrospectively to the Vendor. The Vendor undertakes and agrees that while raising a demand on the Vendee for such increase 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) 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 there under 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 there under. The Vendee shall indemnify and keep and hold the Vendor 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 the Vendee shall be entitled to the ownership rights in the Project and rights of usage as specified below:
- (i) The Vendee shall have absolute ownership of the Said Apartment.
  - (ii) The Vendee shall have undivided interest in the Common Areas within the Project.
  - (iii) The Vendee shall use the Common Areas within the Project in which the Said Apartment is situated, harmoniously along with other allottees, occupants, users, staff of the 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) The Vendee shall have no title and interest in the two wheeler parking space (except right to use the designated parking space allocated against the Said Apartment) and any other space on the surface of the Project, which have not been allotted/sold to the Vendee or which have been reserved by the Vendor, and such space shall remain the absolute property of the Vendor who shall be fully entitled to deal with such space at its own discretion till it is sold or conveyed in any manner. The Vendee shall not raise any claim against the aforesaid spaces in the Project 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 space (s) is/are forming part of the Deed.
  - (v) The usage right in the Common Areas does not confer any separable/ exclusive title or share in the Common Areas and shall be governed as per the Haryana Apartment Ownership Act, 1983 and Rules framed there under.
  - (vi) The community building, crèche and the commercial shops shall be the exclusive property of the Vendor and the Vendee shall not claim any right, title and interest in the same.
4. That the Vendee understands that additional infrastructure may be required in the future to meet the future demands/requirements of the 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 establishing such additional infrastructure.
5. That vacant and physical possession of the Said Apartment has been handed over by the Vendor to the Vendee and the Vendee hereby confirms having taken over the possession of the same from the Vendor after satisfying itself that the workmanship used in construction as also various installations like electrification work, sanitary fittings, water and sewerage connection etc. are 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 itself in respect of the location and final Carpet Area calculations and measurements of the Said Apartment.

- 6(a) That the Vendee agrees that in case of on-going construction on part of the Said Land, procurement of further area adjoining the Said Land and/or further construction on the Said Land (including additionally acquired land), the Project or the terrace thereof becomes permissible, the Vendor shall have the exclusive right to take up and complete such on-going/ further construction without any objection or interference from the Vendee, and the Vendee shall not claim any right or interest in such area. It is agreed that in such a situation or with a view to complying with the provisions of the Haryana Apartment Ownership Act, 1983, the right of the Vendee in the Common Areas and in the Said Land underneath the 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)/ floor(s) with such existing facilities / installations without any objection or hindrance from the Vendee. The Vendor shall be the owner of all terrace areas, not being a part of the Common Areas, which have not been transferred.
- (b) That the Vendee agrees that if there is any additional and/or unutilized FAR in the Project due to revised FAR and density norms or any other reason, the Vendor can raise construction over it at a later stage, and the Vendee shall have no objection to the same even if the Project is completed and the possession thereof has been handed over. The Vendee gives unconditional consent to the Vendor to utilize the aforesaid additional and/or unutilized FAR anywhere in the Project and/or any other project in accordance with the applicable laws, and the Vendee shall have no objection or claim or demand any compensation for the same subject to the condition that construction shall be carried out as per the norms and the approved designs and drawings.
- 7(a) That the Vendee agrees to abide by all laws, bye-laws, rules and regulations, conditions of the Central or State Government or local bodies and shall be responsible and 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. The Vendee also agrees to abide by the terms of the Haryana Apartment Ownership Act, 1983 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 Apartment 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 Apartment 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.
- (c) 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 of the Common Areas and shall not change the color scheme of the outer walls or paint 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 its name plate only at the proper place provided for the Said Apartment and in the manner approved by the duly appointed facility operator/ servicing agency or the association of

allottees, as the case may be. Further, circulating/ displaying letters on the notice board or otherwise shall be done with prior written approval of the facility operator/ servicing agency or the association of allottees.

- (d) That the Vendee shall ensure that fire safety equipment shall be kept functional and subsistent always within the Said Apartment and in all the Common Areas, and the Vendee shall not keep any hazardous, explosive, inflammable chemicals/ material etc. which may cause damage to any part of the 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 the Vendee shall ensure uniformity and non-interference with structures, ducting if any, internal cabling etc. and for general safety, security as well as larger interest of the Project. The facility operator/ serving agency or the association of allottees, 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 the Vendor/ facility operator/ servicing agency/ association of allottees, as the case may be, before laying and /or connecting upon any type of pipes, wires, cables, antenna(s) and utility connections through the Common Areas, common facilities and/or the areas or facilities owned by the Vendor. In case such prior approval is not taken by the Vendee, the Vendor/ facility operator/ servicing agency/ association of allottees, as the case may be, shall be entitled to remove such connections without any compensation or claim and at the cost of the Vendee and shall remain indemnified for change of any power points, service points etc. if the same is not brought to its notice.
- (f) That in case the Vendee has purchased the ground floor apartment, the Vendee may be allowed to use the open/sit out/green area earmarked, if any, for the Said Apartment for the limited purpose of keeping the same green and maintained, and the nominees /staff /workmen of the Vendor shall have the rights to enter into the said area for the purposes of repair, inspection and replacement of the service lines passing through the same. No construction, whether temporary or permanent, is permitted in such area, and the right to use thereof shall be subject to the provisions of the Haryana Apartment Ownership Act.
- (g) That the Vendee shall not use the outer façade of the buildings for the purposes of advertisement and placement of hoardings and the Vendee shall neither erect nor allow the erection of any Communication and Transmission Tower on top of the building blocks.
- (h) That the Vendee shall comply with all the stipulations mentioned in the Environment Clearances issued by State Environment Impact Assessment Authority, Haryana vide memo no. \_\_\_\_\_ dated: \_\_\_\_\_ and the vendee shall also comply with all conditions laid down in the Memo. No. \_\_\_\_\_ dated: \_\_\_\_\_ of the Fire Station Officer, MC, Gurugram with regard to fire safety measures.
- (i) That the Vendee shall comply with all the conditions laid down in Form-B issued by Inspector of Lifts-cum-Executive Engineer, Electrical Inspectorate, HSVP, Gurugram, Haryana.

- (j) That the Vendee shall use Light-Emitting Diode Lamps (LED) for internal lighting, so as to conserve energy as prescribed by the DTCP, Haryana.
8. That the Vendee shall have no right, title or interest of any kind in the Said Land and building(s) reserved for future expansion, if any. The Vendee has agreed and understood that since the Vendor has not charged any amount from him for construction and development of commercial area / shops, Community Building and Creche, the Vendee shall not have any interest, claim or right in any commercial area / shops, Community Building and crèche constructed / developed in the said Project nor the Vendee shall make any interference in the operation and management of commercial area / shops, Community Building and crèche in the Project by the Vendor or its nominated agency. However, the Vendee shall be permitted to use the Community Building subject to making payment of requisite charges.
- 9(a) The Vendee agrees that in compliance of the DTCP instructions and in terms of provisions of the Policy, the Vendor shall provide maintenance of the affordable group housing only, for a period of 5(five) years from the date of grant of occupation certificate and such period is 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. The Vendee shall not be required to pay any maintenance charges during the Vendor Maintenance Period. However, the Vendee shall pay for the additional services, if any, provided by the Vendor / the facility operator / Association of Allottees, such as garbage collection, electricity charges of common areas, housekeeping, technical staff viz. plumber, electrician, pump operator, etc., and other services which do not fall within the definition of Internal Development Works. Upon expiry of the Vendor Maintenance Period, the Project shall be handed over to the Association of Allottees. Thereafter, the Association shall have the right to either continue with the facility operator appointed by the Vendor or appoint a new facility operator 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 facility operator.
- (b) That as per the terms stipulated in this Deed and the O&S Agreement, the Vendor / facility operator / Association of Allottees shall look after the maintenance and upkeep of the Common Areas of the Project and shall enter into related agreements with various service providers for the purposes to upkeep the provision of the Common Area, facilities and amenities in the Project.
- (c) That the Vendee agrees and confirms that it shall abide by the terms of the O&S Agreement and shall be bound by the same at all times. The Vendee shall further be solely responsible to always maintain its Apartment 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 Apartment or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Apartment 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 remove any wall, including but not limited to any load-bearing wall of the said Apartment. The walls shall always remain common between the said Apartment and the apartment of other allottees of the adjacent apartment. 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 Apartment or place any material including flower pots etc. in the common passages or staircase of the said building.

- (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 / facility operator or any other agency / Association of Allottees 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) That the Vendee undertakes not to commence any structural alteration, addition or any other interior work without obtaining prior permission of the Vendor / facility operator / Association of Allottees. Even pursuant to grant of requisite permission, the Vendee or any other 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. Any such interior work, renovation etc. as mentioned above shall be carried only during the day hours i.e., from 9 am to 6 pm only and such work shall not be carried on Sunday and other National or State Holiday, Festivals, etc. as declared by the Government. Such permission to carry out may also be denied under special and compelling circumstances by the Vendor / facility operator / Association of Allottees, as the case may be, which shall not be withheld unnecessarily.
- (f) The Vendee hereby agrees and undertakes to become a member of the Association of Allottees and to complete all the documentation and fulfill its obligations as may be required under the Haryana Apartment Ownership Act, 1983 and the Real Estate (Regulation and Development) Act, 2016 and Rules framed there under promptly on being called upon.
- (g) Subject to the provision of the Real Estate (Regulation and Development) Act, 2016 read with the applicable Rules framed there under and the Policy, 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.
- (h) That the Vendee shall not use the Said Apartment so as to cause blockage or hindrance to any Common Areas, common passages, veranda or terraces. Neither the Common Areas of the Project will be used by the Vendee for keeping/ chaining pets (animals or birds), storage of cycles, motorcycles/wrong/unauthorized parking, nor the Common Areas shall be blocked in any other manner whatsoever.
- (i) 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/bye laws/ O&S Agreement.

- (j) The Vendee shall keep the said Apartment, the walls and partitions, sewers, drains, pipes and appurtenances thereto in good tenable repair and condition and in particular so as to support, shelter and protect all parts of the Project other than the said Apartment 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.
  - (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 Haryana Apartment Ownership Act, 1983 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 Said Land. This clause shall be applicable to the Vendee and all subsequent transferees as well.
- 10(a) The transfer of an apartment through execution of an irrevocable General Power of Attorney (GPA) where the consideration amount has been passed to the executor of GPA or any one on its behalf, will be considered as sale of the property and same will be counted as breach of terms and conditions. Penal proceedings as per the prescribed provisions above shall be initiated.
- (b) The Vendee shall not assign transferor part with the possession of the Said Apartment without obtaining a 'no dues certificates' from the Association of Allottees or the Vendor, as the case may be. In the event of such assignment/ transfer/ sale of the said Apartment by the Vendee, the Vendee shall file transfer permission application along with the proper set of documents to be executed, in the office of Vendor for its record. The transfer shall be subject to clearance of any outstanding dues still pending or recoverable due to any account which may be levied like statutory govt. dues, charges, taxes, user charges, etc. That the Vendee as well as subsequent transferees of Vendee hereby covenants to observe and perform all the terms and conditions of the booking, Agreement and this Deed to keep Vendor and its agents and representatives indemnified and harmless against the said payments and shall observe and perform the respective terms and conditions of each of the aforementioned documents. The Vendee shall indemnify and keep indemnified the Vendor against any loss and damages that the Vendor may suffer as a result of non - payment, non - observance or non- performance of the said terms and conditions by the Vendee. Further, such transfer, sale, lease, mortgage etc. shall be subject to the terms and conditions contained in the present Conveyance Deed. Further, the transferee or buyer shall be entitled to become a member of the Association of the Apartment Owners in place of the Vendee and shall be entitled to all the benefits and rights but subject to all the obligations and duties on the present Vendee. However, it shall be the liability, jointly and severally, of the Vendee /Transferee / subsequent buyer with respect to the unpaid amount towards operating charges/maintenance charges (whenever payable), electricity charges or any other charges along with interest or penalty if any payable by the Vendee at the time of transfer of the said Apartment. The Vendee / transferee / subsequent buyer of the said Apartment shall be liable to pay the

administrative charges, as applicable from time to time, to record his nomination / mutation in the records maintained by the Vendor / Association of Allottees) as an owner of the said Apartment in the said Project.

- (c) 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 Said Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent purchaser of the Said Apartment, as in case of a transfer, all obligations go along with the Said Apartment for all intents and purposes.
11. 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 Apartment effective from the date of offer of possession of the said Apartment, so long as each Apartment is not separately assessed for such taxes for the Said Land and/or Project, the same shall be payable and be paid by the Vendee in proportion to the Carpet Area of the said Apartment conveyed to him/her in terms of this Deed. Till the Apartment 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.
12. 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 in which the Carpet Area of the Apartment bears to the total Carpet Area of all the apartments in the Project / Complex/Tower, as the case may be.
- 13(a) That the Vendee shall be entitled to get the Apartment transferred and mutated in its own name as owner in the records of the concerned authority on the basis of this Deed or its true copy without any further act or consent of the Vendor subject to the restrictions as imposed by the Policy. However, if the Vendee transfers the Apartment to a third party, subject to Clause 10 above, then the transferee shall be bound by the terms and conditions of this Deed.
- (b) That notwithstanding anything to the contrary stated in this Agreement and in supersession of the Vendor's Maintenance Period as mentioned herein above, it is categorically agreed by and between the Parties that the Vendor shall not be liable for the 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.

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 conform 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 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 Apartment, 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 the future. The Vendee shall be solely responsible and liable for compliance of the provisions of the Indian Stamp Act, 1899 & Indian Registration Act, 1908 or any other applicable law including any actions taken or penalties imposed by the competent authority(ies). Any deficiency in the stamp duty as may be determined by the Sub-Registrar / Concerned Authority along with consequent penalties / deficiencies as may be levied in respect of the said Apartment & Reserved Parking Space conveyed by this Deed shall be borne by the Vendee exclusively, and the Vendor accepts no responsibility in this regard.
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, the Policy 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. (ROF Infratech and Housing Private Limited)  
(VENDOR)

2. Mr./Ms./Mrs. \_\_\_\_\_  
(VENDEE)

**SCHEDULE-I**  
**COMMON AREAS IN PROJECT ROF \_\_\_\_\_**

Common areas mean the right to all such common areas and facilities for use of the Vendee and other occupants/ residents within/outside the Project in which the said Apartment is situated.

The list of Common Areas shall be in terms of the Real Estate (Regulation and Development) Act, 2016 and the Rules framed thereunder and shall include the following:-

- A. General Facilities for the entire Project:
- (i) Electrical Mechanical services such as Electrical Substation Pump Room, STP.
  - (ii) Maintenance Room / Services rooms for the above mentioned systems.
  - (iii) Guard Posts.
  - (iv) Electrical & Mechanical services:
  - (v) Miscellaneous service rooms.
  - (vi) Crèche & multipurpose Common Hall
  - (vii) Children play areas and playing equipment for use and play only.
  - (viii) Lobbies, staircase and corridors.
  - (ix) Landscaped area comprising of lawns, walk ways, footpaths and lighting/services thereof for use only.
  - (x) Service/Maintenance office.

The Vendee shall have right in the above Common Areas and general facilities of the Project.

- B. Common facilities for independent units of individual blocks:
- (i) Entrance Lobbies and circulation area at ground floor.
  - (ii) Staircase and mummies.
  - (iii) Lifts and Shafts.
  - (iv) Lift Lobbies and lighting and Firefighting equipment.
  - (v) Lift Machine Rooms.
  - (vi) Electrical/Plumbing/Fire Control Room/Fire Fighting System.
  - (vii) Lifts and Shafts, Lift Lobbies and Lift Machine Rooms.
  - (viii) Fire hydrants, fire brigade inlet and Fire Stair Cases.
  - (ix) D.G. Room / D.G. Sets as per the maximum actual load achieved by the Project.
- C. Restricted Common Facilities for apartments on same floor:
- (i) Fire Hydrants with hose reel and cabinet.
  - (ii) Portable Fire Extinguisher.
  - (iii) Lift Lobbies.
  - (iv) Passages
  - (v) Any other facilities of dwelling units as provided under the Haryana Apartment Ownership Act, 1983

**SCHEDULE -II**  
**(DESCRIPTION OF THE PREMISES SALE)**

The residential **Apartment No.** \_\_\_\_\_ on \_\_\_\_\_ **Floor** having **Carpet Area** \_\_\_\_ sq. ft. and **Balcony Area** \_\_\_\_ Sq. Ft. in **Tower** \_\_\_\_, situated in ROF \_\_\_\_\_, Sector- 95A, Gurugram, Haryana.