

E-STAMPCERTIFICATE NO.
APARTMENT NO._____, TOWER_____,

THE STAMP PAPER IS TO BE AFFIXED ON THE FIRST PAGE

CONVEYANCE DEED

Type of Deed : Conveyance Deed
Village : [_____]
District : [_____]
Sector : [_____]
Type of Property /Unit : [Residential]
Apartment No. : _____
Property Address : [_____]
Carpet Area : [_____] square feet
Consideration : INR [_____]
Stamp Duty : INR [_____]
Stamp Certificate Date : _____
Stamp Certificate No. : _____
Article of Stamp Certificate : _____
Project RERA Registration No. : _____
Execution Date : _____

(VENDOR)

(VENDEE)

E-STAMPCERTIFICATE NO.
APARTMENT NO._____, TOWER_____

SALEDEED

This Sale Deed (“**Deed**”) is executed at Manesar, Gurugram on this ___ day of _____, 20__

BY AND BETWEEN

M/s. Trehan Iris Promoters & Builders Private Limited (CIN No. U74899DL1994PTC059392), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at E-26, Panchshila Park, New Delhi – 110017 and its corporate office at _____ (PAN - _____), represented by its authorized signatory _____ (Aadhar no. _____) authorized *vide* board resolution dated _____ (hereinafter referred to as the “**Vendor**” which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

AND

[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 no. _____), represented by its authorized signatory, _____, (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).

AND/OR

[If the Vendee is a Foreign Company]

_____, (CIN no. _____) a company incorporated under the provisions of the _____, [1956 or 2013, as the case may be], having its registered office at _____, (Company No.), represented by its authorized signatory, _____, 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).

[AND/ OR]

[If the Vendee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932/ Limited Liability Partnership Act, 2008, having its registered office at _____, (PAN no. _____), 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

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mean and include the partners or partner for the time being of the said firm, their heirs, executors and administrators of the last surviving partner and his/her/their permitted assigns).

[AND/ OR]

[If the Vendee is a Proprietorship]

_____, a proprietorship having its registered office at _____, (PAN no. _____), represented by its sole proprietor _____, son / daughter of _____, aged about _____, residing at _____, (Aadhar no. _____), (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).

[AND/ OR]

[If the Vendee is an Individual]

Mr. / Ms. _____, (Aadhar no./Passport No. (in case of NRIs/PIOs) _____) son / daughter of _____, aged about _____, residing at _____, (PAN no. _____), (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).

And

*Mr. / Ms. _____, (Aadhar no./ Passport No. (in case of NRIs/PIOs) _____) son / daughter of _____, aged about _____, residing at _____, (PAN no. _____) (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).

And

*Mr. / Ms. _____, (Aadhar no./Passport No. (in case of NRIs/PIOs) _____) son / daughter of _____, aged about _____, residing at _____, (PAN no. _____) (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).

(In case multiple purchasers)*

[AND/ OR]

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[If the Vendee is a HUF]

Mr. _____, (Aadhar no. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Family known as _____ HUF, having its place of business / residence at _____, (PAN _____), (hereinafter referred to as the “**Vendee**” which expression shall unless repugnant to the context or meaning thereof be deemed to mean and the members or member for the time being of the said HUF and their respective heirs, executors, administrators and permitted assigns).

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

WHEREAS:

- A. The Promoter is the absolute and lawful owner of plot of lands bearing group housing Plot nos. GH -3B & GH-3C admeasuring in the aggregate 20,558 square meters situated at Sector 80, Manesar, District Gurugram (“**Said Land**”) vide Conveyance Deed dated 23.04.2024 for Plot No. GH-3C and Conveyance Deed dated 20.06.2024 for Plot No. GH -3B registered as document no. 809 at the office of the Sub-Registrar and registered as document no. 3546 at the office of the Sub-Registrar, respectively.
- B. The Vendor has developed / is developing a group housing residential project over the Said Land, which shall be known as ‘OMARA’, comprising *inter alia* multistoried apartment(s), parking spaces, community facility other common areas for the exclusive and benefit of the apartments (collectively “**Project**”). A separate independent club with a curated membership and common amenities and facilities (“**Club**”) is developed / being developed by the Vendor for exclusive use and benefits of the residents/ allottees of the Project, which shall form part of the common areas of the Project. The Project is duly registered with Haryana Real Estate Regulatory Authority vide RegistrationNo._____.
- C. The Vendor is fully competent to enter into this Deed and all the legal formalities with respect to the right, title and interest of the Vendor regarding the Said Land on which Project is constructed / being constructed are completed and the Apartment is free from all sorts of encumbrances, liens, loans, disputes etc.
- D. The Vendee had applied for residential apartment in the Project vide application no. _____ dated _____ (“**Booking Form**”) and has been allotted apartment no. _____ having carpet area of _____ square feet, on _____ floor in [tower/ block/ building] no. _____ (“**Building**”) (hereinafter referred to as the “**Apartment**” more particularly described in **Schedule A** and the floor plan of the apartment is annexed hereto and marked as **Schedule B**) along with right to use _____ parking space(s) [and [_____] storage space admeasuring [_____] in the basement floor of the Building] (if applicable), as permissible under the applicable law and pro-rata right to use the common areas (“**Common Areas**”) as defined under Rule 2(1)(f) of Rules, 2017 of the State by virtue of allotment letter dated [_____] (“**Allotment Letter**”). The exclusive right to use the earmarked parking spaces [and storage space] shall be

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an integral part of the Apartment and the Vendee shall not have any right to deal with the allotted parking spaces [and storage space] independently of the Apartment as the same are an inseparable part of the Apartment. The Vendee undertakes not to sell/ transfer/ deal with such exclusive car park [and storage space] independently of the said Apartment or use the same for any commercial purpose. The Vendee undertakes to park his own vehicle in the allotted parking space and nowhere else in the Project. Thereafter, the Parties executed an Agreement for Sale dated _____ (“**Agreement**”) registered as Document No. _____ in relation to the proposed sale of the Apartment.

- E. The Vendor has obtained the occupation certificate bearing memo/certificate no. [●] *vide* letter dated [●] (“**Occupation Certificate**”) in respect of the Project and pursuant to the said Occupancy Certificate, the Vendor has offered possession of the said Apartment to the Vendee(s) *vide* possession notice dated [●] (“**Possession Notice**”) *inter alia* requiring the Vendee(s) to take possession of the said Apartment from the Vendor by executing necessary indemnities, undertakings and such other documentation and making all up to date payments as prescribed in the Agreement or as required by the Vendor and pursuant thereto, executing this Deed with the Vendor in the format prescribed for the Apartment and getting the same duly stamped and registered with the Sub-registrar of Assurances, Gurugram within the time period as mentioned by the Vendor in the Possession Notice (“**Possession Notice Expiry Date**”).
- F. In due compliance with the Possession Notice, the Vendee(s) have duly made payment of the entire sale consideration payable in respect of the said Apartment i.e. the Total Price as stated in the Payment Plan annexed to the Agreement, and appended to this Deed in **Schedule B** and has taken possession of the said Apartment as described in **Schedule A** and has also complied with all the terms and conditions of the Agreement as required therein prior to execution of this Deed.
- G. The Vendee(s) hereby also assures, represents and warrants to the Vendor that it shall comply with the terms hereof, the applicable laws and statutory compliances with respect to the said Apartment, and pay its share of the maintenance and other recurring/usage charges in relation to the Common Areas and relying on all the assurances, representations and warranties made herein by the Vendee(s), the Vendor has agreed to enter into this Deed.
- H. The Parties hereby confirm that they are signing this Deed with full knowledge of all the laws, rules, regulations, notifications, etc., applicable in the State and related to the Project.
- G. The Vendor and the Vendee(s) pursuant to the aforesaid are desirous of executing this Deed for the consideration and terms stipulated in this Deed.

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. SALE:

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- 1.1 Subject to the terms contained hereunder and the Agreement, and in consideration of a sum of **INR [●]/-** (Indian Rupees [●] Only) paid by the Vendee(s) to the Vendor towards consideration of the sale of the said Apartment, which also includes the basic sale price of the said Apartment, ("**Total Price**"), receipt of which is acknowledged by the Vendor, the Vendor hereby sells, grants, transfers, conveys, assures and assigns, the said Apartment, free from all encumbrances, along with all rights, title, benefits, easements and appurtenances thereto, unto the Vendee(s), absolutely and forever, along with right to exclusively use the car parking [and storage space] as stated in Recital D, and undivided proportionate share/interest in the Common Areas as described in **Schedule-C** hereto and more particularly to be specified in the Declaration.

For the purposes of this Deed, "**Declaration**" means the declaration filed / to be filed in respect of the Project under the Haryana Apartment Ownership Act, 1983 including the exhibits, annexures, schedules and addenda thereto.

- 1.2 The Vendee(s) confirms and undertakes that the Vendee(s) shall be liable to pay all applicable government rates, taxes including good and services tax ("**GST**"), cess, any other indirect taxes, municipal tax, property tax, wealth tax, taxes, fees or levies and/ or any current, retrospective or future enhancement to such taxes or any past dues related to the same of all and any kind by whatever name called, whether paid or payable by the Vendee(s), Vendor and/or their contractors (including Vendor's sub-contractors) and/or levied or leviable now or post this Deed in future by the government, municipal authority or any other governmental authority on the said Apartment, car parking(s), as the case may be, as assessable or applicable from the date of Booking Form. The Vendee(s) further agree that if the said Apartment, Common Areas and car parking(s), are assessed separately, then it shall pay the same on pro-rata basis as determined and demanded by the Vendor / Competent Authority, which shall be final and binding on the Vendee(s). If required under applicable laws, the Vendee(s) shall pay any such amounts directly to the Competent Authority on such demand being raised by the Competent Authority. The Total Price includes any development charges paid by the Vendor such as external development charges and infrastructure development charges. Provided that in case there is any change/ modification/enhancement in the said charges/ fees/ levies, etc., in future or on a retrospective basis, then the said enhancement shall be paid by the Vendee(s) alone on a pro-rata basis.
- 1.3 Subject to the due observance and compliance of its obligations under this Deed and the Agreement, and all other house rules, management agreement, and fit-out guidelines residents/ home buyers handbook, rules/ regulations imposed by the Vendor or its appointed maintenance / management agencies and/ or all other documents that the Vendee may be required to execute in relation to the said Apartment, the Vendee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them.
- 1.4 The Vendee(s) shall be entitled to get the said Apartment transferred and mutated in its own name as the owner thereof in the municipal records or of any other concerned authority on the basis of this Deed or its true copy without any further act or consent of the Vendor.

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- 1.5 The Vendee shall comply with the provisions of the Income Tax Act, 1961, and shall accordingly deduct applicable tax deduction at source and deposit the same with the concerned authorities within the stipulated time period. The Vendee shall be solely responsible for any non-compliance with the aforesaid provision and in such an event the Vendor shall be entitled to recover the same from the Vendee together with any other costs/penalties as may be incurred by the Vendor.
- 1.6 The Vendee confirms that the Vendor shall have the first charge on the Apartment in respect of any amount outstanding and payable by the Vendee towards any additional charges, taxes, demands, assessments etc. If any balance/ enhanced/ revised charges in relation to development charges or by whatever name called is levied with retrospective effect, including any interest thereon, after the execution of the Deed in respect of the Apartment, the Vendee agrees and undertakes to pay such balance/ enhanced/ revised charges on demand to the Vendor.

2. CONSTRUCTION OF THE PROJECT/ APARTMENT:

The Vendee has seen the layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, layout plan, entry/exit and the specifications, amenities and facilities which has been approved by the competent authority. Further, the Vendee agrees that the Vendor has developed the Project in accordance with the approved layout plans, floor plans and specifications, amenities and facilities.

3. POSSESSION OF THE APARTMENT:

- 3.1 The Vendee understands that the Building in which the Apartment is located has been completed and the occupation certificate in respect of the said Building has been obtained from the competent authority. However, the Vendor has made it clear to the Vendee that as far as the other buildings in the Project are concerned the same is being completed in parts / phases and the Vendor shall obtain the part occupation certificates for the same in future. The Vendee has confirmed and given his/her specific consent to the same and shall not raise any objection in this regard. The Vendor and/or its agents or contractors shall be entitled to carry on the remaining work, including further and additional construction work in the Project including the areas adjoining/ near the building / tower in which the Apartment is located, and if any inconvenience, hardship, disturbance or nuisance is caused to the Vendee during the said works or construction, the Vendee shall neither be entitled to protest, object to or obstruct the execution of such work or construction nor be entitled to claim any compensation and/or damages from the Vendor in this regard.
- 3.2 The Vendor has handed over and the Vendee has taken over the vacant physical possession of the Apartment in accordance with the Agreement. The Vendee has further affirmed and confirmed that he/she has inspected and is fully satisfied in respect of the all material aspects including but not limited to quality of construction, workmanship, materials used in construction, plumbing, electric, fixtures and fittings, locking devices, doors, windows, tiles and other items in the said Apartment and specifications relating to the Apartment purchased and measurement of the final area of the Apartment that is being conveyed to the Vendee. The Vendee further confirms that the Apartment is complete/ fully functional in all respects and that it has no claim/ grievance against the Vendor in respect of the terms of work

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done in the said Apartment or any defect in design, specification, building material used or for any reasons whatsoever. The Vendee agrees that works done in the Apartment, are as per the Vendee's specifications and the Vendee is fully satisfied with the condition in which the said Apartment has been handed over to it. On and from the date of execution of this Sale Deed, the Vendee shall not be entitled, at any time thereafter, to raise any dispute, objection or contention whatsoever in this regard and the Vendee shall be responsible for any loss or damage to the Apartment arising from the deterioration, injury or decrease in value of the said Apartment.

- 3.3 Upon taking over possession of the Apartment, the Vendee shall, after obtaining all permissions, approvals etc. as may be required and at her own costs and expenses, carry out the Fit-outs/ interior works in the Apartment, as per its requirement and use. All such works in respect of Fit-outs/ interior works in the Apartment will be done in compliance of the relevant applicable laws and approvals, as permitted by the Association or the maintenance agency of the Project and upon payment of charges, if any, as may be levied by the Association or the maintenance agency of the Project. The Vendee shall ensure and undertakes that all such Fit-outs done internally within the Apartment shall not pose any nuisance to the other occupants/purchasers and also protect against fire, pollution or health hazards, noise, etc. in the Project.
- 3.4 It is agreed that at present the fire safety measures in the Common Areas within the Project have been provided wherever required as per the existing fire safety code /regulations and charges thereof are included in the Total Price of the said Apartment. If, however, due to any subsequent legislation(s), government regulation, order or directive, the Vendor is required to undertake/install any further fire safety measures, the additional cost in respect thereof shall also be payable on demand, by the Vendee(s) to the Vendor, in proportion to the carpet area of the said Apartment and Common Areas within the Project. However, the Vendor shall be under no obligation to undertake the same once all apartments are sold / transferred to respective buyers by the Vendor.
- 3.5 The Vendee(s) has satisfied itself/himself/herself about the precautions and measures adopted by the Vendor so as to make the Building in which the Apartment is located resistant as well as safe in the event of any unexpected natural calamity or on account of occurrence of any mishap like fire, etc., and in the event of any such calamity or mishap contemplated above, the Vendor or the appointed maintenance agency shall not be held responsible or liable in any manner. No liability of any kind or any nature whatsoever is created on the Vendor or the appointed maintenance agency for any thefts, mishaps, accidents, etc., within the said Apartment, car parking(s), Common Areas within the Project at the hands of any miscreants.
- 4. COMPLIANCE OF LAWS RELATING TO REMITTANCES:**
- 4.1 The Vendee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and

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provide Vendor with such permission, approvals which would enable Vendor to fulfill its obligations under this Deed. Any refund, transfer of security, if provided in terms of the Deed shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Vendee understands and agrees that in the event of any failure on his/her/ its part to comply with the applicable guidelines issued by the Reserve Bank of India/ relevant authority, he/she/ it shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- 4.2 Vendor accepts no responsibility in regard to matters specified in para 4.1 above. The Vendee shall keep Vendor fully indemnified and harmless in this regard. Vendor shall not be responsible towards any third party making payment/remittances on behalf of any Vendee and such third party shall not have any right in the said Apartment in any way and Vendor shall be issuing the payment receipts in favour of the Vendee only.

5. REPRESENTATIONS, WARRANTIES AND COVENANT OF THE VENDEE:

- 5.1 The Vendee hereby represents and warrants to the Vendor as follows:

- (i) The Vendee hereby confirms having reviewed and being satisfied with the specifications, workmanship and measurement of the final area of the said Apartment that is being conveyed to the Vendee.
- (ii) The Vendee is legally competent to execute this Deed and that all clearances, approvals, consents, permissions, sanctions (including all corporate resolutions, if applicable) or anything that is required under applicable laws and agreements executed by the Vendee with any third party to execute this Deed have been duly obtained and shall be maintained by the Vendee. The Vendor shall not be required to verify whether the Vendee is in such compliance and it shall be incumbent upon the Vendee to ensure that no violation of applicable laws or breach of any agreement executed by the Vendee with any third party is committed by the Vendee in executing this Deed. The Vendee undertakes to be exclusively and directly responsible and fully accountable and liable for the same and agrees to keep the Vendor indemnified, saved and harmless in this connection at all times.
- (iii) The Vendee has inspected the site, the layout plans, ownership records, other documents relating to the title and all other details of the Project that the Vendee considers relevant for the transaction contemplated herein. The Vendee has satisfied himself/ herself/ itself about the right, title and capacity of Vendor to deal with the Project and has understood all the limitations and obligations thereof and confirm that he/ she/ it shall neither investigate the same further nor raise any objections whatsoever in this respect in future. The Vendee has not relied upon and is not influenced by any sale brochures advertisements, representations, warranties, statements or estimates of any nature whatsoever whether written or oral made by the Vendor, its selling agents/ brokers or otherwise and has relied only on data/ matters/ things as specifically represented in this Deed and applied his/her/ its own judgement and investigations in deciding to sign and accept this Deed to purchase the

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Apartment. No oral and written representations or statements previously made shall be considered/ construed to be part of this Deed and this Deed is self-contained and complete in itself in all respects. Further, the Vendee confirms that he/ she/ it is fully satisfied with the quality of construction, materials used and workmanship in the said Apartment, and is also fully satisfied with the measurements, area and specifications of the Apartment and Car Park Space.

- (iv) The Vendee shall abide by all the terms and conditions of this Deed and the Agreement, and all other house rules, management agreement, and fit-out guidelines residents/ home buyers handbook, rules/ regulations issued by the Vendor and/ or any other document that the Vendee is required to execute in relation to the Apartment, along with all applicable laws and should there be any contravention or non-compliance of any of the provisions of this Deed and/ or any of the aforesaid documents/ rules/ regulations/ guidelines/ laws, the Vendee shall be liable for such act. If any loss is occasioned due to the act of the Vendee, the Vendee shall indemnify Vendor for such act which has occasioned the loss.
- (v) The Vendee hereby confirms to Vendor that the Vendee is signing this Deed with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project and the terms and conditions contained in this Deed and the Vendee has clearly understood its rights, duties, and responsibilities, obligations under each and all of the clauses of this Deed.
- (vi) The Vendee hereby agrees that the Vendor shall be entitled to obtain the refund of various securities deposited by it during development of the Project with various Governmental/local authorities for electric and sewer connection etc. or for any other purposes.
- (vii) The Vendee hereby covenants with Vendor to pay from time to time and at all times the amounts which the Vendee is liable to pay under this Deed and the Agreement, and all other house rules, management agreement, and fit-out guidelines residents/ home buyers handbook, rules/ regulations and to observe and perform all the covenants and conditions contained in this Deed and to keep Vendor and its agents and representatives, estate and effects, indemnified and harmless against any loss/ liabilities or damages that Vendor may suffer as a result of non-payment, non-observance or non-performance of any of the covenants and conditions stipulated in this Deed. This will be in addition to any other remedy provided in this Deed and/or available in law.
- (vii) The Vendee shall bear its own expenses including commission or brokerage to any person for services rendered by such person to the Vendee whether in or outside India for purchasing the Apartment. The Vendor shall in no way whatsoever be responsible or liable for such payment, commission or brokerage nor the Vendee have the right to deduct such charges from the Sale Price payable to Vendor for the Apartment. Further, the Vendee shall indemnify and hold Vendor free and harmless from and against any or all liabilities and expenses in this connection.

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- (viii) The Vendee shall not keep any hazardous, explosive, inflammable chemicals/ material etc. in/ outside the said Apartment, which may cause damage to the Project. The Vendee shall always keep Vendor harmless and indemnified for any loss and damages in respect thereof.
- (ix) The Vendee represents that the Vendee shall not use the Apartment along with parking space [and storage space] for any purpose other than for residential purpose; or use the same in a manner that may cause nuisance or annoyance to other owners or residents of the Project; or for any commercial or illegal or immoral purpose; or to do or cause anything to be done in or around the Apartment which tends to cause interference to any adjacent / building(s)/ plot(s) or in any manner interfere with the use of roads or amenities available for common use. The Vendee shall indemnify Vendor against any action, damage or loss due to misuse for which the Vendee/ occupant shall be solely responsible. The Vendee shall ensure that all works done internally within the Apartment shall not pose any nuisance to the other occupants and also protect against fire, pollution or health hazards, noise etc. in the Project.
- (x) The Vendee agrees and undertakes to pay all amounts/ charges including but not limited to property tax, taxes in relation to use and access of parking space as per applicable laws, common areas & other areas, assessment, dues, duties, cess, charges, utility bills/ deposits, club membership charges, outgoings and monthly maintenance charges, that may be imposed or levied in respect of the said Apartment by the municipal corporation, electricity board, Vendor, maintenance agency, club operating agency and /or any other authority. The Vendee agrees and undertakes that with effect from offer of possession of the said Apartment, it shall be responsibility of the Vendee to pay the property tax and all other municipal taxes including inter alia taxes related to parking space, parking circulation area, common areas, open areas, residual area, vacant land etc.
- (xi) The Vendee agrees and confirms that the Super Area in relation to the Apartment, i.e. _____ square feet (_____ square meters) shall be used to ascertain and calculate the maintenance charges and property/ municipal taxes payable by the Vendee. The Super Area shall be the Built-up area of the Apartment plus a pro rata right to use the Common Areas in the Project which includes inter alia lifts, lift lobbies, corridor, staircase, entrance lobby, electrical shaft, LV shaft, firefighting area etc.,
- (xii) In case the Apartment is provided with usable open balcony(ies), the Vendee shall not cover or construct on such balcony(ies) and shall only use the same as open balcony(ies) and in no other manner, whatsoever. The Vendee further agrees and confirms that the door location of the Apartment shall not be changed.
- (xiii) All provisions of this Deed have been mutually agreed between the Vendee and the Vendor. The Vendee has clearly understood all necessary aspects of the Project, Building and various rights, entitlements, obligations and liabilities of the Vendee as mentioned in this Deed or otherwise.

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- (xiv) There is no change in the Vendee's residential status since the execution of the Agreement and in case of change all required formalities in this regard under applicable laws have been complied with by the Vendee.
- (xv) The Vendee agrees that the Vendor shall have the sole control and full authority in respect of all matters concerning the Project and further construction and development thereon and the management and administration of the same. The Vendor shall always be entitled to sell, let, sublet, lease, give on lease and license, or under any arrangement to persons of its choice or to use, in such manner as it may deem fit any of the other saleable areas, other developments etc. in the Project and to receive any consideration in respect of the same, subject to applicable laws.
- (xvi) The Vendee agrees and acknowledges that the Vendor has named the Project as "OMARA" and which name can be changed at any time by and only at the sole discretion and decision of the Vendor only. The Vendor shall, free of cost, have a right to display its name at a conspicuous place, as per the discretion of the Vendor, at all times. The right of trademark on the word/style "OMARA" shall always remain with the Vendor. The Vendee understands that the Vendor shall have the right to name and/or change the names of any and all components of the Project whether developed before or after the execution of this Deed.
- (xvii) All provisions of this Deed and those contained in the annexure(s) attached hereto are specific, relevant and applicable to the Apartment and none of such provisions can be read in evidence or interpreted for purpose of any suit or proceedings pertaining to any other project of the Vendor anywhere in the world or in which the Vendor may be interested in or may have any business interest therein or otherwise. Likewise, any agreement that the Vendor may have with customers of any other project of the Vendor anywhere shall not be read in evidence or be interpreted for any purpose in relation to any suit/proceedings pertaining to the Project/ Apartment and/ or this Deed.
- (xviii) The Vendee agrees and confirms that the Vendor shall at all times be entitled to develop, as part of the Project, any additional contiguous land parcels as per necessary approvals that may be obtained from the competent Government Authority and seek changes in the approvals as per applicable laws for such development.
- (xix) The Vendee agrees and confirms that the terms and conditions of this Deed and of all other documents applicable on the Vendee shall also be applicable on any tenant, lessee, licensee etc. of the Vendee and on any further purchaser using/ occupying the Apartment. In the event the Vendee intends to sell/ transfer/ sublet the Apartment to any third party, it shall first clear all its pending dues including inter alia maintenance charges, club membership etc. and shall obtain an NOC from the Vendor, maintenance agency and club management (including the Manager) in this regard.
- (xx) The Vendee agrees that the Vendor shall be entitled to connect the electric, water, gas supply (IGL) if permitted, sanitary and drainage fittings on any additional structures/ stories with the existing electric, water, sanitary and drainage fittings of the Building. The Vendee shall be liable to pay for electricity, water, gas, power back up and all

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other utilities consumption charges for the said Apartment as per the bills raised by concerned authorities or Promoter or nominated maintenance agency (including the Manager) or Association from time to time. The Vendee shall not be entitled to install its personal/ individual generator(s) for providing power back up to the Apartment. However, it may install UPS systems within the Apartment.

- (xxi) The Vendee further agrees that the Vendor may develop and construct the Project in a phased manner or continue with the construction of any other building(s)/ structures in the Project or put up additional floors to the Building and/or any of the existing towers/ buildings in the Project or undertaking modification of any unsold apartment/ areas therein, as per applicable law, without any objection from the Vendee.
- (xxii) The Vendee agrees and acknowledges that Vendor may carry out the internal development within the Project, which inter alia, includes laying of roads, waterlines, sewer lines, electrical lines etc. However, it is understood that external linkages for these services beyond the periphery of the Project, such as water lines, sewer lines, storm water drains, roads, electricity, horticulture and other such integral services are to be provided by the State Government and/or the local authorities and the Vendor is dependent on the Government for providing such external linkage.
- (xxiii) The Vendee agrees to indemnify and hold harmless, the Vendor and its assignees, nominees, directors, officers/ employees as well as the other occupants/ owners of the Building and the Project from and against any and all actions, claims, demands, damages, losses, liabilities, expenses and costs (including attorneys' fees and court costs) arising out of: (a) breach by the Vendee of any law or any provisions of this this Deed and the Agreement, and all other house rules, management agreement, and fit-out guidelines residents/ home buyers handbook, rules/ regulations; (b) any of the representations or warranties of the Vendee not being found to be true at any point of time. The Vendee hereby accepts and acknowledges to have clearly agreed and understood that this indemnity would cover all acts of commission and omission on the part of the guests, occupants, representatives and/or any other person claiming under the Vendee.
- (xxiv) The Vendee agrees that if the Vendee keeps any pet animal, it shall use only the designated service lift for moving such pets to and from the Apartment. The Vendee further agrees and undertakes that at no point of time will any Common Area, passages, corridors, lawn/ garden/ park be used by the Vendee or its domestic helps for keeping/chaining/ walking pets. In the event such pet defecates anywhere inside the Project, the Vendee shall be responsible for promptly removing the same and cleaning such area. The Vendee shall at all times adhere to pet policy as may be provided by the Vendor / maintenance agency from time to time.
- (xxv) The obligations undertaken by the Vendee and the stipulations herein, to be performed or observed on a continuing basis even beyond the sale of the Apartment or which form a condition of ownership of the Apartment shall survive the sale of the Apartment.

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- (xxvi) The Vendee represents and agrees that it shall comply with the building bye- laws of the Municipal or any other applicable authorities and all other rules and regulations/ Do's and Don'ts as shall be stipulated from time to time by the Vendor/ maintenance agency, in respect of the said Apartment and the Project.
- (xxvii) The Vendee hereby confirms to Vendor that the Vendee is signing this Deed with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project and the terms and conditions contained in this Deed and the Vendee has clearly understood its rights, duties, and responsibilities, obligations under each and all of the clauses of this Deed.
- (xxviii) The Vendee agrees not to use the central green lawns, parks and other Common Areas for organizing personal functions such as marriages, birthday parties etc. If any common space is provided in the Project/ Club for organizing meetings and small functions, the same may be used by the Vendee on payment of such charges as may be fixed by the Vendor/ maintenance agency from time to time.
- (xxix) The Vendee confirms that in case of any loan facility availed by it from his/ her/ their employer or financing bodied to facilitate the purchase of the said Apartment, then in that case (a) the terms of the financing agency shall exclusively be binding and applicable upon the Vendee only, (b) the Vendee alone shall be responsible for repayment of dues of the financial institution/ agency alongwith interest/ penalty accrued thereon or any default in repayment thereof.
- (xxx) The Promoter shall be entitled to utilize at all times any additional floor space index that may accrue on the Project by constructing any additional upper floors or buildings/ structures in the Project, as the Promoter may be entitled to, under the applicable laws, at present or in future. The Vendee hereby expressly consents to such additional construction of upper floors and consequent variations in the Project and agrees not to object or raise any dispute or contention whatsoever in the future against the same. The Vendee shall not be entitled to ask the Promoter for any reduction in the Total Price or the statutory and other charges or any other charges/ costs to be paid by her under this Deed and/ or claim compensation or damages on any account whatsoever. All such additional constructions in the Project shall be to the benefit and accretion of the Promoter and the Promoter shall be entitled to deal with the same as it may like without any intervention or interest or claim of the Vendee/ Association.
- (xxxi) The Vendee(s) or the Association shall not put any sign-board/ name-plate, neon light, publicity material or advertisement material, any stickers or allow lamination of the exterior glass, etc., on the face/ facade of the Building or anywhere on the exterior of the buildings and Common Areas within the Project, as the case may be.
- (xxxii) The Vendee(s) undertakes not to sub-divide the said Apartment.
- (xxxiii) The Vendee(s) shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or permit any remodeling, alteration, variation, change or build upon the look, design, texture, fixtures, materials or any combination thereof or carry out any change in the exterior elevation or design of the Building or the Apartment.

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- (xxxiv) The Vendee(s) shall not be allowed to do any activity which may be objected to by the other occupants/ owners in the Project, as the case may be such as playing of high volume music, usage of loudspeakers, dumping of garbage or any activity which spoils the decorum or decency or beauty of the Project, as the case may be including defacing of common walls, lifts or throwing or dumping of refuse/ garbage which could be subject to fine or penalties as per prevailing by-laws of the Association or house rules of the Project, as the case may be.
- (xxxv) The Vendee(s) agrees and understands that the Vendor shall develop a clubhouse within the Project (“Club”) with certain amenities and facilities for the exclusive use and benefit of all owners / occupants in the Project and such clubhouse facilities shall form part of the Common Areas of the Project. The Vendee(s)’ right to use such Club shall, at all times, be contingent upon due and faithful observance by the Vendee(s) of all rules, bye-laws and conditions as may be notified by the maintenance agency / Vendor / Association for use and management of the Club. The Allottee agrees to pay all charges including but not limited to club usage/membership charges of INR [●] (Rupees [●] only) for usage of such Club. The Vendee(s) understand that the Club’s membership shall be co-terminus and co-existent with the ownership of the Unit and upon transfer of the Apartment, the said membership shall, subject to applicable rules and regulations, automatically be transferred to the transferee of the Vendee(s). For the operation, management, maintenance, upkeep and upgradation of the facilities in the Club, the Vendee shall pay charges as may be prescribed from time to time by the Vendor or / Association or maintenance agency that may be engaged for the operation, management and maintenance of the Club.
- (xxxvi) The Vendee(s) further confirms having sought detailed explanations and clarifications from the Vendor in respect of the rights and obligations of the Vendee(s) vis-à-vis the Apartment and the structure and management of the Project, and that the Vendor has readily provided such explanations and clarifications and after giving careful consideration to all facts, terms, conditions and representations made by the Vendor, the Vendee(s) herein has signed this Deed and has paid the money(ies) hereunder being fully conscious of his/ her/ their liabilities and obligations.
- (xxxvii)The Vendee(s) acknowledge and accept that all obligations arising under this Deed in respect of the Apartment shall equally be applicable and enforceable against any and all occupiers, tenants, licensees, and/or subsequent purchasers of the Unit or any part thereof as the said obligations go with the Unit for all intents and purposes and the Vendee(s) assures the Vendor that the Vendee(s) shall take sufficient steps to ensure the performance in this regard.
- (xxxviii)The Vendee shall not use, or permit to be used, the Apartment for any commercial purposes including as vacation club or timeshare product, or renting the Apartment to rental services such as “Airbnb”, “Stay Vista”, “VRBO”, “Booking.com”, “Homeaway”, “FlipKey” and similar online rental service companies.

6. MAINTENANCE OF THE BUILDING / PROJECT:

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- 6.1 In order to look after administration and management of essential common infrastructure facilities in the Project, the Vendor will facilitate formation of a single Association of the Project comprising of all allottees of the Project, over a period of time, the charges for which shall be proportionately contributed by all such allottees. However, till then the role of the Association shall be performed by the Vendor or its assignee/ appointed maintenance agency at the proportionate cost/ contribution of the respective allottees. The Vendee accepts and understands that the Vendee shall join the Association to be registered with the jurisdictional registrar of societies and as recognized by the Project, for the Project and on behalf of all the allottees and to pay any fees/ subscription charges and other charges demanded thereof and to complete such documentation and formalities as may be deemed necessary for this purpose.
- 6.2 The Vendee acknowledges that the Vendor and [_____] (“**Manager**”) have entered into a management agreement dated [_____] (“**Management Agreement**”) to manage the Project (including the Club comprised therein) to be developed on the Said Land, which upon formation of the Association and handover of the Project to the Association, shall be novated in favour of the Association. Vendee acknowledges and confirm that he / she has inspected the copy of the Management Agreement, and agrees to abide by the same at all times. The Vendor relying on this specific undertaking of the Vendee has agreed to convey the said Apartment and this undertaking shall survive throughout the possession and occupancy of the said Apartment by the Vendee, and its subsequent transferees.
- 6.3 The Vendee acknowledges that the Vendee has been made aware of the existence of the Management Agreement at the stage of promotion of the Project, and also at the time of Vendee making the Booking Form for the Apartment. The Vendee agrees and undertakes to co-operate and take all steps necessary to give effect to such novation of the Management Agreement in favour of the Association. Vendee undertakes and agrees to procure the acceptance by the Association of the novation of the Management Agreement, and/ or adoption or amendment of the by-laws of the Association as are necessary to ensure that the Management Agreement continues to remain in force and effect from the date of constitution of the Association, and handover of Common Areas to the Association.
- 6.4 The Vendee has inspected the Management Agreement and has understood the rights and obligations of the parties therein. The Vendee confirms and acknowledges that but for the Vendee’s consent to be bound by the terms as contained in the Management Agreement, the Vendee would not be considered for allotment of the Apartment. The Vendee further understands the Vendee’s unequivocal consent to be bound by the Management Agreement forms a condition precedent for allotment of the Apartment.
- 6.5 Vendee will, jointly with the other allottees of the Project, observe and perform all the terms and conditions of the Management Agreement as required therein. Vendee also acknowledges and agrees that pursuant to the terms of the Management Agreement, during such time that the Project is managed by the Manager, Vendee and the other owners within the Project are obligated to pay to Manager for its management services the Management Fee (as defined in the Management Agreement), in addition to the other fees and charges for the Project.
- 6.6 The Vendee further agree(s) and undertake(s) to be bound from time to time to sign and execute all papers, documents, deeds and/ or other writings as required, at the sole discretion

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of the Vendor or nominated maintenance agency (including the Manager on behalf of the Vendor), for the purposes of framing rules for management of the Project and the Vendee(s) also agree(s) and confirm(s) not to raise any disputes/ claims against the Vendor or nominated maintenance agency (including the Manager) and other allottees in this regard. It is further expressly understood that the Vendor shall not in any manner be accountable, liable or responsible to any person including the Vendee(s) and/ or Association for any act, deed, matter or thing committed or omitted to be done by the maintenance agency in the due course of such maintenance, management and control of the Project, and/ or Common Areas.

- 6.7 The Vendee represents that it had made the Booking Form and entered into these presents being aware of the Management Agreement and the novation thereof (as applicable) executed between the Vendor and the Manager and that it shall neither do nor omit to do anything that directly or indirectly jeopardises the rights and obligations of the parties thereunder.
- 6.8 The Vendee accepts and understands that the provisions of maintenance services and use and access to the Common Areas (including parking spaces) in the Project shall at all times be subject to payment of all costs, charges, fee etc., by whatever name referred to, including but not limited to requisite security deposit, periodic maintenance charges, sinking funds, reserve fund, etc. ("**Maintenance Charges**") to the Manager on behalf of the Association under the terms of the Management Agreement and performance of all conditions, covenants, obligations and responsibilities of the Allottee under the Booking Form, Allotment Letter, Agreement, this Deed and the Management Agreement. The rates of maintenance and service charges shall be fixed by the Manager on behalf of the Association under the terms of the Management Agreement.
- 6.9 The Vendee accepts and understands that Maintenance Charges shall be fixed based upon an estimate of the maintenance costs to be incurred for the Project for every financial year and would be levied from the date of offer of possession regardless of the actual date of possession or otherwise and the Vendee undertakes to promptly pay the same. The Vendee accepts and understands that estimates of Maintenance Charges shall be shared by the Manager on behalf of the Vendor till such time the Association is formed, and thereafter when formed, on behalf of the Association in accordance with the terms of the Management Agreement.
- 6.10 The Vendee understands and acknowledges that the Manager has been appointed as the exclusive property manager of the Project under the Management Agreement, and so long as the Management Agreement is subsisting, the Vendee shall not, and shall ensure that the Association does not, appoint any other manager, caretakers or the like for management or maintenance of any portion of the Project.

7. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Vendor/ maintenance agency shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Vendee agrees to permit the maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

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8. COMMON AREAS AND FACILITIES:

- 8.1 The Vendee(s) shall have undivided, impartible, proportionate interest and non-exclusive right to use the Common Areas, as set forth in **Schedule C** hereto and more particularly to be specified in the Declaration, which shall be handed over to the association of allottees of the Project (“**Association**”) / competent authorities by the Vendor in accordance with applicable laws. Provided however, such rights in the Common Areas shall always be subject to timely payment of the Maintenance Charges to the Association or the maintenance agency.
- 8.2 The Vendee(s) agree that the undivided proportionate share in the Common Areas and car parking(s) space allotted to the Vendee(s) by the Vendor shall neither be treated as any independent property, nor shall it be alienated / transferred independently of the said Apartment.
- 8.3 The Vendee(s) shall not be entitled to claim partition of its share in the Project or the Common Areas, and the same shall always remain undivided and impartible.

9. USAGE OF BASEMENT AND SERVICE AREAS:

The basement(s) and service areas, if any, as located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment’s etc. and other permitted uses as per sanctioned plans. The Vendee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Vendor, Association, maintenance agencies/ competent authority for rendering maintenance services.

10. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

- 10.1 The Vendee shall, after taking possession of the Apartment, be solely responsible to maintain the Apartment at his/her/ its own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building/ Project, or the Apartment, or the staircases, lifts, common areas, 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 Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging 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 Building is not in any way damaged or jeopardized. Further, Vendee shall not carry repair work on weekends that may disturb other residents/ home buyers.
- 10.2 The Vendee further undertakes, assures and guarantees that he/she/ it would not put any signboard, nameplate, neon light, publicity material or advertisement material etc. on the face/ facade of the Building or anywhere on the exterior of the 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

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or design. Further, the Vendee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. Vendor or the maintenance agency has the right to remove such material without approval of Vendee, after giving notice to Vendee for removal of such material, and the cost of such removal shall be borne by the Vendee. The Vendee shall also not remove/ alter/ damage any wall, including the outer and load bearing wall of the Apartment.

10.3 The Vendee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Vendor and/or maintenance agency. The Vendee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

10.4 The Vendee hereby confirms that in case the said Apartment is not used or self-occupied by the Vendee but given on rent, the Vendee shall ensure that all obligations, liabilities and responsibilities cast upon him/her/ it under this Deed shall be honored by and be legally binding on the occupier/tenant as part and parcel of the terms and conditions of this Deed. The Vendee shall abide by the tenancy guidelines/ policies as determined by the Vendor from time to time. It will also be the responsibility of the Vendee not to allow/ induct a new occupier/ tenant without taking prior written approval from the Vendor / Maintenance Agency on the nature of business that the new Vendee/ occupant/ tenant wishes to conduct from the said Apartment.

11. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

11.1 The Parties are entering into this Deed with the knowledge of all laws, rules, regulations, notifications applicable to the Project.

11.2 The Vendee shall comply with the provisions of all applicable laws for the time being in force, or any statutory amendments or modifications thereof or any rules and regulations made there under.

11.3 The Vendee acknowledges and agrees that it shall not be entitled to claim partition of its share out of the common areas or otherwise in the Building/ Project at any point of time and the same shall always remain undivided and impartible.

11.4 It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment and the Project shall equally be applicable to and enforceable against any subsequent vendees/ buyers/ occupants/ tenants of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

12. DEFECT LIABILITY

12.1 It is agreed that in case any structural defect or any other defect, in workmanship, quality or provision of services or any other obligations of the Vendor as per this Agreement relating to such development is brought to the notice of the Vendor by the Vendee within a period of 5 (five) years by the Vendee from the date of handing over possession, it shall be the duty of the Vendor to rectify such defects without further charge, within 90 (ninety) days or any other mutually agreed time period, and in the event of failure of the Vendor to

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rectify such defects within such time, the Vendee shall be entitled to receive appropriate compensation in the manner as provided under the Act. It is however clarified that, the aforementioned liability of the Vendor shall be limited to structural defect only (quality and workmanship).

- 12.2 The Vendor shall not be liable for any such structural/ architectural defect induced by the Vendee, by means of carrying out structural or architectural changes from the original specifications/ designs or any misuse thereof, or any act, omissions, negligence or non-compliance of any Applicable Laws. It is further clarified that the Vendor shall not be liable for any defects caused due to normal wear and tear.

13. INDEMNITY:

- 13.1 The Vendee undertakes to indemnify and keep the Vendor, other occupants and maintenance agency, if any, and their respective officers/ employees, fully indemnified and hold them harmless from and against any actions, suits, claims, proceedings, damages, liabilities, losses, expenses or costs faced, suffered, inflicted or incurred by the Vendor, other occupants and/ or the maintenance agency, as consequences of breach of any of the terms and conditions of this Deed or Agreement or non-compliance with Applicable Laws or for any of its representations or warranties not being found to be true at any point of time or any other act or omission on the part of the Vendee or on the part of her personnel and/ or representatives, It is agreed that the Vendee shall be responsible for the failure to comply with the obligations herein or for the occurrence of any hazard within the Apartment due to misconduct and/ or negligence of the Vendee. In such an event, the Vendee shall keep and hold the Vendor and the maintenance agency, fully indemnified for the quantum of loss, penalty caused or borne by the Vendor, maintenance agency, claims or demands raised on them due to such misconduct and/ or negligence on the part of the Vendee.

14. ENTIRE AGREEMENT:

- 14.1 This Deed along with its schedules, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Apartment, as the case may be. Notwithstanding the above, the Parties recognize and acknowledge that the Agreement forms an integral part of this Deed, and the terms and conditions set out in Schedule F of the Agreement are incorporated herein by reference.

15. RIGHT TO AMEND:

This Deed may only be amended through mutual written consent of the Parties.

16. PROVISIONS OF THIS DEED APPLICABLE ON VENDEE / SUBSEQUENT VENDEES:

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment and the Project shall equally be applicable to and enforceable against any subsequent vendees/

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buyers/ occupants/ tenants of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

17. WAIVER NOT A LIMITATION TO ENFORCE:

Failure on the part of the Vendor to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

18. SEVERABILITY:

If any provision of this Deed shall be determined to be void or unenforceable under any applicable laws, such provisions of the Deed shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Deed and to the extent necessary to conform to the applicable law, as the case may be, and the remaining provisions of this Deed shall remain valid and enforceable as applicable at the time of execution of this deed.

19. STAMP DUTY AND REGISTRATION CHARGES:

The Vendee confirms having borne and paid all expenses for the completion of this Deed, including cost of stamp duty, registration and other incidental charges. Any deficiency in the stamp duty as may be determined by the Sub-Registrar/ concerned authority along with consequent penalties/ deficiencies as may be levied in respect of the said Apartment conveyed by this Deed shall be borne by the Vendee exclusively and the Vendor shall not be liable for the same and accepts no responsibility in this regard.

20. FURTHER ASSURANCES:

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

20.2 It is mutually understood and agreed in unequivocal terms that if it is found, at any stage, that this Deed has been obtained by the Vendee by suppression of any fact(s) or by any mis-statement, mis-representation or fraud, in such an event this Deed shall become void at the option of the Vendor and the Vendor shall have the right to cancel this Deed and forfeit the consideration paid by the Vendee. The decision of the Vendor in this regard shall be final and binding upon the Vendee and shall not be called in question in any proceedings before any court of law/tribunal.

21. GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this Deed shall be construed and enforced in accordance with the applicable laws of India for the time being in

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force. The competent courts at Gurugram shall have exclusive jurisdiction to entertain any matter/ dispute related to or arising under this Deed.

22. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Deed, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled by arbitration proceedings governed under the provisions of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. The decision of the arbitrator shall be final and binding on the both the parties. The seat and venue of the Arbitration proceedings shall be Gurugram, in English language.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Deed at Gurugram in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

VENDOR

Signature (Authorised Signatory) _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

VENDEE: (including joint buyers)

Signature _____

WITNESSES:

1. Signature _____

2. Signature _____

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SCHEDULE A

**DESCRIPTION OF THE APARTMENT
ALONG WITH FLOOR PLAN**

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SCHEDULE B
PAYMENT DETAILS

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(VENDEE)

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SCHEDULE C
COMMON AREAS OF THE PROJECT

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