

CONVEYANCE DEED

This conveyance deed is executed at Gurugram on this ____ day of _____, 2017 (“**Conveyance Deed**”)

AMONGST

MAHINDRA HOMES PRIVATE LIMITED (earlier known as Watsonia Developers Private Limited) (CIN No. _____), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 5th floor, Mahindra Towers, Worli, Mumbai - 400 018 and its regional office at Mahindra Towers, 2A Bhikaji Cama Place, New Delhi-110066 (hereinafter referred as “**MHPL**”) (PAN - _____), represented by its authorized signatories _____ (Aadhar No. _____ & _____) authorized *vide* board resolution dated _____ being party of the **FIRST PART**;

AND

Ireo Private Limited (earlier known as Orange Reality Private Limited) (CIN No. _____), a company incorporated under the Companies Act, 1956 having its registered office at A-11, 1st Floor, Neeti Bagh, New Delhi-110049 (hereinafter referred to as “**IPL**”) (PAN - _____), represented by its authorized signatories _____ (Aadhar No. _____ & _____) authorized *vide* board resolution dated _____ being party of the **SECOND PART**;

‘MHPL’ and ‘IPL’ are collectively referred to as the “**Promoters**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its/their successors and assigns)

AND

The Companies mentioned in Schedule - II to this Conveyance Deed (hereinafter collectively referred to as “**Companies**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their respective successors and assigns), being collectively party of the **THIRD PART**;

AND

[If the Buyer is a company]

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

[OR]

[If the Buyer is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (Aadhar No. _____) authorized *vide* _____, hereinafter referred to as the “**Buyer**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns) being party of the **FOURTH PART**;

[OR]

[If the Buyer is a LLP]

_____ (LLP), a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008 having registration no. _____ and having its registered office at _____, (PAN _____), represented by its authorized partner, _____, (Aadhar No. _____) authorized *vide* _____, hereinafter referred to as the “**Buyer**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns) being party of the **FOURTH PART**;

[OR]

[If the Buyer is an Individual]

Mr. / Ms. _____, (Aadhar no. _____) son / daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the “**Buyer**” (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 A assigns) being party of the **FOURTH PART**;

[OR]

[If the Buyer is a HUF]

Mr. _____, (Aadhar No. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, (PAN _____), hereinafter referred to as the “**Buyer**” (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). being party of the **FOURTH PART**;

[Please insert details of other buyer(s), in case of more than one buyer]

All parties to this Conveyance Deed i.e. Promoters, Companies and the Buyer are hereinafter collectively referred to as the “**Parties**” and sometimes individually referred to as “**Party**”.

DEFINITIONS:

In this Conveyance Deed, unless repugnant or contrary to the context, and in addition to terms otherwise defined herein, following terms shall have meanings assigned herein below -

- (a) “**Act**” means the Real Estate (Regulation and Development) Act, 2016 and subsequent amendments thereto;
- (b) “**Adjudicating Officer**” shall have the same meaning ascribed to it under the Act;
- (c) “**Apartment Ownership Act**” shall mean the Haryana Apartment Ownership Act, 1983;
- (d) “**Applicable Laws**” shall mean and include any applicable Central, State or local laws, statutes, ordinances, rules, regulations, codes, bye-laws etc. including amendments/ modification thereto, any government notifications, circulars, office orders, directives, guidelines, policies etc. or any government order or direction, judgment, decree or order of a judicial or a quasi-judicial authority whether in effect on the date of this Conveyance Deed or thereafter;
- (e) “**Applicable Taxes**” shall mean all the taxes, cess, revenue, by whatever name called, payable by the Promoters;
- (f) “**Association of Buyers**” shall mean the condominium / association of the buyers / apartment owners in the Real Estate Project as the case may be, which shall be formed by the Promoters under the Applicable Laws;
- (g) “**Authority**” shall mean the authority constituted under the Real Estate (Regulation & Development) Act, 2016;
- (h) “**Carpet Area**” shall have the same meaning as ascribed to it under the Act;
- (i) “**Common Areas**” shall mean:
 - (i) the entire land for the Complex;
 - (ii) the stair cases, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of buildings;
 - (iii) the common basements, terraces, parks, play areas, open parking areas and common storage spaces;
 - (iv) the premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel;
 - (v) installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy;
 - (vi) the water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
 - (vii) all community and commercial facilities to be provided in the Real Estate Project under the declaration to be filed under the Apartment Ownership Act;
 - (viii) all other portion of the Real Estate Project / Complex necessary or convenient for its maintenance, safety, etc., and in common use, which shall be provided by the

Promoters in the declaration to be filed under the Apartment Ownership Act;

- (j) “**Competent Authority**” shall mean any Central or State judicial, quasi-judicial or government authority, body, department, agency or instrumentality (whether statutory or otherwise) having authority or jurisdiction over the Complex Lands and/or the Complex;
- (k) “**DTCP**” shall mean Directorate, Town and Country Planning, Haryana;
- (l) “**Force Majeure Event**” shall have the same meaning as ascribed to the term “*force majeure event*” under the Act;
- (m) “**Government**” means the Government of Haryana;
- (n) “**Maintenance Agency**” shall mean either the Promoters themselves or the Association of Buyers or any third party employed / hired by the Promoters / Association of Buyers carrying out the maintenance services in the Real Estate Project;
- (o) “**Rules**” means the Haryana Real Estate (Regulation and Development) Rules 2017;
- (p) “**Section**” means a section of the Act.

WHEREAS:

- A. The Companies are the absolute owners of a contiguous parcel of land ad-measuring 17.55 acres at Sector-59, Village Behrampur, Tehsil Sohna and District Gurugram, and more particularly described in the Part A of Schedule I (hereinafter referred to as the “**Licensed Lands**”). The Companies have acquired the ownership of the Licensed Lands by and under the sale deeds mentioned in Schedule III hereto, duly registered with the Sub-Registrar, Gurugram.
- B. By and under various development agreements executed between IPL and Companies, Companies have granted absolute development rights in respect of the Licensed Lands in favour of IPL.
- C. Thereafter, by and under collaboration agreements dated 6th May, 2013 and 11th February, 2014 duly registered with the Sub-Registrar, Sohna (“**Collaboration Agreements**”), Companies and IPL have granted, transferred and assigned the development / co-development rights in respect of land admeasuring 5.794 acres approx. out of the Licensed Lands and land admeasuring 1 acre approx. out of the Licensed Lands respectively, aggregating 6.794 acres approx. forming part of the Licensed Lands and more particularly described in the Part B of Schedule I (collectively referred to as the “**Complex Lands**”) in favour of MHPL, pursuant to which MHPL along with IPL are entitled to construct multi-storied group housing buildings and other amenities, structures, facilities, services, etc. on the Complex Lands (“**Complex**”) on the terms and conditions mentioned therein. The Complex Lands have been shown in blue colour outline in Schedule I to this Conveyance Deed.
- D. In furtherance to the Collaboration Agreements, MHPL and IPL have mutually agreed

for demarcation and allotment of entitlement of MHPL and IPL in the Complex as under:

- a. 75% of the super built up area in the Complex has been reserved and allocated to MHPL along with proportionate car-parking space and the entire area of commercial spaces at the Complex has been reserved and allocated to MHPL (hereinafter collectively referred to as “**MHPL’s Entitlement**”).
 - b. 25% of the super built up area in the Complex has been reserved and allocated to IPL along with proportionate car-parking space (hereinafter referred to as “**IPL’s Entitlement**”).
- E. Companies and IPL have authorized MHPL under an irrevocable general power of attorney dated 6th May, 2013 and 11th February, 2014 duly registered with the Sub-Registrar, Sohna, inter alia to execute and register agreements to sell, apartment buyer agreements, sale/conveyance deeds etc. and such other documents like declarations, affidavits, possession certificates etc. in respect of the sale/transfer of apartments out of the MHPL’s Entitlement in the Complex in favour of the prospective buyers, as may be required, on such terms and conditions as may deem fit and appropriate by MHPL; to receive/recover sale consideration from the prospective buyers; handover possession of the developed apartments at the Complex to the prospective buyers along with the proportionate undivided interest in the Common Areas and generally to do all necessary acts, deeds or things required for completion of the Complex on the Complex Lands.
- F. Amongst others, the following permissions, sanctions, in-principle approvals for development of Licensed Lands (which includes the Complex Lands), have been obtained:
1. License for development of the Licensed Lands into a group housing colony, from the DTCP vide License No. 16 of 2008 dated 31st January, 2008, which was revised vide order dated 9th December, 2015 passed by DTCP;
 2. Zoning Plan approved from the DTCP.
 3. Approval of the building plans of the group housing colony on the Complex Lands i.e. Form BR III granted by DTCP vide its Memo No. 10155 dated 16th May, 2014.
- G. The lands other than the Complex Lands out of the Licensed Lands (“**Other Lands**”) and/or lands adjacent/near to Licensed Lands falling in Sector 59, Gurugram may be developed by IPL and/or its associate companies/nominees/other collaborators /co-collaborators of IPL in any manner as they deem fit and proper. It is also intended that lands adjacent/near to the Licensed Lands falling in Sector 59, Gurgaon may also be exchanged/merged with the Other Lands and IPL may obtain requisite approvals for the same from the Competent Authority. However, the development on the Other Lands (or on the lands resulting from the exchange / merger with the Other Lands) shall not result in any change of the specifications, location, preferential location attributes (for which Preferential Location Charges are applicable) and the size of the Apartment on the Complex Lands; or entail payment of additional consideration / charges by the Buyer; or increase in the number of apartments in the Complex.
- H. IPL and/or its associate companies/nominees/other collaborators/co-collaborators have

the unequivocal right and entitlement to construct multi-storied residential buildings and other amenities, structures, facilities, services, etc. over the Other Lands (or on the lands resulting from the exchange of / merger with lands adjacent/near to the Licensed Lands) of such shape, size, height, specification and at such location as they may deem fit in their sole discretion and as may be approved by the Competent Authorities. The Buyer understands and acknowledges that the construction and the development which may be carried out as per Applicable Laws on the Other Lands (or on the lands resulting from the exchange of merger with lands adjacent/near to the Licensed Lands) by IPL and/or its associate companies/nominees/other collaborators shall not be a part of the Real Estate Project for which this Conveyance Deed has been executed. The Apartment would be developed on Complex Lands and the rights, title, interests, easements, claims etc. of the Buyer shall only be with respect to the Apartment and the Common Areas, and to the extent of any shared services and facilities which may be developed on the Other Lands (or on the lands resulting from the exchange of / merger with lands adjacent/near to the Licensed Lands).

- I. The Haryana State Pollution Control Board, C-11, Sector-6, Panchkula has granted the 'Consent to Establish' (CTE) to develop the Complex vide approval no. HSPCB/Consent/: 2821215GUNOCTE1226444 dated 7th January, 2015 which was subsequently renewed on 30th December, 2012 vide Consent No. HSPCB/Consent/: 329962616GUNOCTE3477054.

The Promoters have developed / intend to develop residential towers, EWS tower and shops in a phase wise manner, named 'Luminare' on the Complex Lands by constructing three residential buildings, shops, EWS units and to provide for sole and exclusive facilities in respect of the apartments, and generally to provide necessary infrastructure facilities, amenities and common area, by consuming total FSI of 79699.958 square meters.

- J. The development carried out / to be carried out on the Complex Lands by the Promoters consists of:
1. Tower 1 as per approved plans (i.e. 'Tower – A' or 'Luminare Sirius' as per marketing plans) consisting of 120 Apartments along with 2 basements, 248 basement covered parking and 40 open parking by consuming FSI of 24729.933 square meters ("**Tower 1**");
 2. Tower 2 as per approved plans (i.e. 'Tower – B' or 'Luminare Altaris' as per marketing plans)) consisting of 120 Apartments along with 2 basements, 254 basement covered parking by consuming FSI of 24676.725 square meters ("**Tower 2**")
 3. Tower 3 as per approved plans (i.e. 'Tower- C' or 'Luminare Solaris' as per marketing plan) consisting of 120 Apartments along with 2 basements, 316 basement covered parking and 34 open parking by consuming FSI of 27117.88 square meters ("**Tower 3**")
 4. EWS Tower as per approved plans consisting of 65 Apartments consuming FSI of 1700.080 square meters ("**EWS Tower**")

5. Club house / community center, consuming FSI of 1396.490 square meters (“**Club House**”)
6. 5 shops, consuming FSI of 78.850 square meters (“**Shops**”)

K. Out of the above, Tower 1 and EWS Tower over the Complex Lands (“**Real Estate Project**”) which have been developed as phase I of the Complex, have been registered as a ‘real estate project’ under the Act and the Rules. The Authority has duly issued the certificate of registration no. 47 dated 11th August, 2017 for the Real Estate Project (“**RERA Certificate**”), which is annexed and marked as **Annexure “A”** hereto.

In addition to the Real Estate Project, the Promoters have developed / propose to develop the following projects on the Complex Lands:

1. Tower 3, Club House and Shops (which shall be phase II of the Complex);
2. Tower 2 (which shall be phase III of the Complex).

For clarification, it is hereby made clear that the Club House (which has been constructed along with Tower 3) would form a part of the common areas of the Complex and for the benefit of the buyers of the Complex (inclusive of the Real Estate Project) to be constructed on the Complex Lands.

Buyer understands that the development of the Complex on the Complex Lands (i.e. 6.794 acres) is taking place in phase wise manner so the timing of construction/handing over of the Common Areas with respect the Complex Lands may differ from the handing over of a particular towers/ real estate project.

L. The Buyer had entered into an agreement to sell dated _____ (**Agreement To Sell**”) by and under which the Buyer was allotted, on the terms and conditions mentioned therein, the residential apartment bearing No. on the floor having Carpet Area ofsquare feet (equivalent to ____ sq. mts. approx.) in the tower / building(“**Building**”) and having exclusive balconies having an aggregate Carpet Area of ____ square feet (equivalent to ____ sq. mts. approx.); along with covered car parking space no.. forcars (“**Car Park Space**”) in the as permissible under the Applicable Laws and an undivided proportionate interest in the Common Areas in the Real Estate Project (hereinafter referred to as the “**Apartment**”).

M. The Buyer has, prior to the date hereof, examined the copy of the RERA Certificate and has caused the RERA Certificate to be examined in detail by his/her/its advocates and planning and architectural consultants. The Buyer has agreed and consented to the development of the Real Estate Project on the Complex Lands. The Buyer has also examined all documents and information uploaded by the Promoters on the website of the Authority as required by Act and the Rules and has understood the documents and information in all respects.

N. The Buyer represents and confirms that it has inspected all the documents pertaining to the Complex and the Complex Lands including but not limited to all the title documents and has fully satisfied itself in all respects, with regard to the right, title and interest of the Promoters in the Real Estate Project and its right to convey the Apartment to the

Buyer.

- O. There is a revenue rasta traversing through the Complex Lands which shall have to be kept open / uncovered / unobstructed, at all times, for providing access and easementary rights to owners of lands adjoining the Licensed Lands.
- P. The Parties hereby confirm that they are signing this Conveyance Deed with full knowledge of the Applicable Laws.
- Q. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Conveyance Deed and all applicable laws, are now willing to enter into this Conveyance Deed on the terms and conditions appearing hereinafter.

NOW THEREFORE in furtherance to receipt of the Sale Consideration, the Parties are executing this Conveyance Deed for recording the sale, conveyance and transfer of the Apartment along with proportionate undivided interest in the Common Areas and exclusive right to use and occupy the Car Park Space, absolutely and forever, in favour of the Buyer on the terms and conditions mutually agreed by and between the Parties and contained in this Conveyance Deed.

1. CONVEYANCE:

- 1.1 In consideration of the payment of the sale consideration of Rs. _____/- (Rupees _____ only) ("**Sale Consideration**") and the other amounts by the Buyer in terms of the Agreement To Sell and in consideration of the adherence to and compliance with various terms, conditions, covenants and obligations of the Buyer stated in this Conveyance Deed, the Apartment is hereby sold, conveyed and transferred in favour of the Buyer absolutely and forever, free from all encumbrances, along with proportionate undivided interest in the Common Areas and exclusive right to use and occupy the Car Park Space.
- 1.2 It is agreed that the Promoters shall not make any additions and alterations in the sanctioned plans, layout plans and specifications & amenities which are part of the Apartment (as mentioned in Schedule V hereto, and which are in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the Apartment without the previous written consent of the Buyer as per the provisions of the Act. Provided that the Promoters may make such minor additions or alterations as may be required by the Buyer, or such minor changes or alterations as per the provisions of the Act.
- 1.3 The Buyer shall have the right to the Apartment as mentioned below:
 - (i) The Buyer shall have exclusive ownership of the Apartment.
 - (ii) The Buyer shall have undivided proportionate share in the Common Areas. Since the share/ interest of the Buyer in the Common Areas is undivided and cannot be divided or separated, the Buyer shall use the Common Areas along with other occupants, maintenance staff, etc., without causing any inconvenience or hindrance to them.

- (iii) That the computation of the Sale Consideration of the Apartment includes recovery of price of land, construction of not only the Apartment but also the Common Areas, preferential location charges, charges for exclusive use of balcony(ies)/ open terrace(s)/ garden(s), Club House membership charges, locational development charges, GST paid/payable by Promoters in connection with the development/ construction of the Real Estate Project, and FTTH , cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas.

The Buyer has understood and acknowledged that as per the Applicable Laws some services and facilities may have to be made available at a single point for utilization from thereon for both Complex Lands and Other Lands (or on the lands resulting from the exchange / merger with the Other Lands), which would be on sharing basis and meant to be used jointly by allottees / owners of apartments on both Complex Lands and Other Lands (or on the lands resulting from the exchange / merger with the Other Lands), eg: electricity connection, water and sewerage connection, etc. (“**Shared Services and Facilities**”). The Shared Services and Facilities may be provided / developed on Real Estate Project Lands or the Other Lands (or on the lands resulting from the exchange / merger with the Other Lands), and notwithstanding their location, all such Shared Services and Facilities would be available for use of allottees / owners of apartments on Complex Lands and the Other Lands (or on the lands resulting from the exchange / merger with the Other Lands). The Buyer shall use such Shared Services and Facilities strictly in accordance with the terms and conditions of the Conveyance Deed, declaration to be filed under the Apartment Ownership Act, bye laws of the Association of Buyers and the Applicable Laws.

- 1.4 It is clearly understood by the Buyer that the Buyer shall at no time have the ownership or title over the Car Park Space, except for the exclusive right to use and occupy the same for himself or for his visitors. It is made clear by the Promoter and the Buyer agrees that the Apartment along with covered parking shall be treated as a single indivisible Apartment for all purposes. It is agreed that the Complex is an independent, self-contained project covering the Complex Lands and is not a part of any other project or zone and shall not form a part of and/or linked/ combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Buyer. It is clarified that common areas / services / facilities of the Complex shall be available for use and enjoyment of all buyers of the Complex.
- 1.5 The Promoters has paid all the outstanding payments before transferring the physical possession of the apartments to the Buyer, which it has collected from all buyers, for the payment of the outstanding payments (including land cost, ground rent, municipal or other local taxes, charges, levies etc., charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Real Estate Project). If the Promoters fail to pay all or any of the outstanding payments collected by it from the buyers or any liability, mortgage loan and interest thereon before transferring the apartments to the Buyer, the Promoters agree to be liable, even after the transfer of the property, to pay such outstanding payments and penal charges, if any, to the authority or person to whom they are payable and be liable

for the cost of any legal proceedings which may be taken therefor by such authority or person.

2. CONSTRUCTION OF THE REAL ESTATE PROJECT AND HANDOVER OF APARTMENT:

- 2.1 The Building in which the Apartment is located has been completed and the necessary occupation / part occupation certificate in respect of the said Building has been obtained from the Competent Authority. However, the Promoters have made it clear to the Buyer that as far as the other buildings / towers in the Complex are concerned the same is being completed in parts / phases and the Promoters shall obtain the part occupation certificates for the same in future. The Promoters and/or its agents or contractors shall be entitled to carry on the remaining work, including further and additional construction work in the Complex including the areas adjoining / near the Building in which the Apartment is located.
- 2.2 The Buyer has seen and accepted the proposed layout plan / demarcation-cum-zoning / site plan / building plan, floor plan and common areas / services / facilities and which has been approved by the Competent Authority, as represented by the Promoters. The Promoters shall develop the Complex in accordance with the said layout plans, / demarcation-cum-zoning / site plan / building plan, floor plans and specifications, amenities and facilities. The Promoters undertake to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws such as Haryana Building Code, 2017, FAR and density norms, conditions of license / allotment as well as registration under the Act and provisions prescribed by the State of Haryana and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act and the Rules or as per approvals / instructions / guidelines of the Competent Authorities.
- 2.3 The Buyer understands and agrees that the Promoters shall carry out the internal development within the Real Estate Project, which inter alia, includes laying of roads, water lines, sewer lines, electrical lines etc., however, it is understood that external linkages for these services beyond the periphery of the Real Estate Project, such as water lines, sewer lines, storm water drains, roads, electricity, and other such integral services are to be provided by the appropriate Government and/or the local authorities and the Promoters are dependent on the appropriate Government for providing such external linkage and the Promoters shall bear no responsibility for such unfinished work save and except towards payment of external development charges or similar charges to the extent set out herein.

It is further clarified and the Buyer agrees that in the event the appropriate Government fails to provide the external linkages for water lines and electricity at the time of execution of this Conveyance Deed, the Promoters shall make arrangements for water supply through private sources or otherwise, and electricity supply through DG sets, the charges for which shall be collected proportionately from all the buyers of the Real Estate Project, calculated on the basis of actual cost plus Applicable Taxes.

- 2.4 The Promoters have handed over the vacant, physical and peaceful possession of the Apartment to the Buyer as per the specifications & amenities mentioned in Schedule V hereto. On and from the date of execution of this Conveyance Deed, the Buyer shall be liable to bear and pay the proportionate charges of all outgoings / charges in respect of the said Apartment as may be levied by the Association of Buyers or Maintenance Agency, as the case may be, together with all rates, taxes, cesses, assessments, betterment charges, levies etc. payable to any Competent Authority.
- 2.5 Upon handing over possession of the Apartment, the Buyer shall, after obtaining all permissions, approvals etc. as may be required and at his 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 as permitted by the Association of Buyers / Maintenance Agency and upon payment of charges, if any, as may be levied by the Association of Buyers / Maintenance Agency. The Buyer 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 Complex.
- 2.6 On and from the date of handover of the Apartment, the Buyer shall be liable to pay for the electricity & water consumption at the Apartment as per the bills issued by the Competent Authorities or the Maintenance Agency, from time to time.
- 2.7 The Buyer hereby agrees and undertakes to be a member of the Association of Buyers to be formed under the Act / Apartment Ownership Act and to sign and execute the application for registration, other papers and documents necessary for the formation of and registration of such Association of Buyers. The Buyer shall observe and perform all the rules, regulations of the Association of Buyers that may be specified in detail under its bye-laws.

3. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS AND COMPANIES:

The Promoters hereby represent and warrant to the Buyer as follows:

- (i) The Companies have absolute, clear and marketable title with respect to the Complex Lands;
- (ii) The Promoters have lawful rights and requisite approvals from the Competent Authorities to carry out development of the Real Estate Project;
- (iii) There are no litigations pending before any Court of law or authority with respect to the Complex Lands, Real Estate Project or the Apartment;
- (iv) All approvals, licenses, sanctions and permissions issued by the Competent Authorities with respect to the Complex, the Real Estate Project and the Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoters have been and shall, at all times, remain to be in compliance with all the Applicable Laws in relation to the Complex, the Real Estate Project, the Building, the Apartment and the Common Areas;

- (v) The Promoters and the Companies have the right to enter into this Conveyance Deed and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Buyer created herein, may be prejudicially affected;
- (vi) The Promoters have not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the Complex Lands, including the Real Estate Project and the Apartment which will, in any manner, affect the rights of Buyer under this Conveyance Deed;
- (vii) The Promoters and Companies confirm that they are not restricted in any manner whatsoever from selling the Apartment to the Buyer in the manner contemplated in this Conveyance Deed;
- (viii) The Complex Lands are not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the same;
- (ix) The Promoters shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever; which it has collected from the buyers, payable with respect to the Real Estate Project to the Competent Authorities till the offer of possession of the apartments along with Common Areas (equipped with all the specifications, amenities and facilities) to the allottees and the Association of Allottees or the Competent Authority, as the case may be;
- (x) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition) has been received by or served upon the Promoters in respect of the Complex Lands and/or the Real Estate Project.

4. MAINTENANCE OF THE SAID BUILDING/ APARTMENT/ REAL ESTATE:

- 4.1 The Promoters shall be responsible to provide and maintain essential services in the Real Estate Project till the taking over of the maintenance of the Real Estate Project by the Association of Buyers or the Competent Authority, as the case may be, upon the issuance of the completion certificate (or part thereof) or occupancy certificate (or part thereof), as the case may be, of the Real Estate Project.

In case, the Association of Buyers fails to take handover of such essential services as envisaged in this Conveyance Deed or as per the Applicable Laws, then in such a case, the Promoters shall have a right to recover the charges as may be incurred on maintenance thereof for the delayed period, which shall be recoverable from the Association of Allottees or proportionately from all allottees at the Real Estate Project.

On and from the date of execution of this Conveyance Deed, the Buyer shall be liable to bear and pay water and electricity bills in respect of the Apartment and the proportionate charges of all outgoings / charges in respect of the said Apartment and maintenance charges as may be levied by the Association of Buyers or Maintenance Agency, as the case may be, together with all rates, taxes, cesses, assessments, betterment charges, levies

etc. payable to any Competent Authority.

- 4.2 The Buyer shall pay the maintenance charges in relation to the Apartment as may be levied by the Maintenance Agency and shall also enter into a maintenance agreement with the Maintenance Agency in the format to be provided by the Promoters. It is made clear to the Buyer that the Maintenance Agency shall render maintenance services only with respect to the Common Areas and these shall mainly relate to services, amongst others, in respect to the public roads, security, landscaping, sewerage, drainage, rain water harvesting, garbage clearance, water, street lights, pavements, horticulture, power back up provision and such other services for the proper running, maintenance and operation of Common Areas.
- 4.3 The Buyer agrees to maintain at the close of each financial year ending on 31st March IBMS with the Association of Buyers/ Competent Authority, as the case may be. The applicable interest rate on this deposit shall be as per the prevailing interest rates of the bank in which the said amount is deposited.
- 4.5 The basement(s) and service areas, if any, as located within the Real Estate Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformers, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment etc. and other permitted uses as per sanctioned plans. The Buyer 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 Association of Buyers / Maintenance Agency / Competent Authority, as the case may be, for rendering maintenance services.

5. DEFECT LIABILITY:

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 Promoters as per the Agreement To Sell is brought to the notice of the Promoters within a period of 5 (five) years by the Buyer from the date of handing over possession, it shall be the duty of the Promoters to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoters' failure to rectify such defects within such time, the aggrieved Buyer shall be entitled to receive appropriate compensation in the manner as provided under the Act. The Buyer shall, in order to mitigate any further prejudicial effect, notify the Promoters of such structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoters, in a prompt manner and preferably within 7 (seven) days from the date of occurrence.

However, the Promoters shall not be liable for rectification of defects in the following circumstances:

- (i) if the same has resulted due to any act, omission or negligence attributable to the Buyer or non-compliance of any Applicable Laws by the Buyer; and
- (ii) the defects that are the result of ordinary wear and tear in due course.

Provided that the Buyer 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 Promoters, and the Promoters shall not be liable for rectification of any defects therein.

Provided further that in case rectification of any such structural defect or any other defect in workmanship, quality or provision of services by the Promoters at the Real Estate Project, reasonably and in the ordinary course requires additional time beyond the said 30 (thirty) days, then the Promoters shall be entitled to the same, provided an intimation thereof has been provided to the Buyer prior to expiry of the said initial 30 (thirty) days. The Buyer 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. Further, the Promoters shall not be held responsible for any delay in completing the rectification if the same is caused due to any non-cooperation from other apartment allottees / owners and the Association of Buyers.

6. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter / Maintenance Agency / the Association of Buyers / the Competent Authority shall have right of access to all Common Areas, garages/ covered parking and parking spaces for providing necessary maintenance services and the Buyer agrees to permit the Association of Buyers / Maintenance Agency / the Competent Authority to enter into the Apartment or any part thereof, after due notice and during the normal daytime hours, unless the circumstances warrant otherwise, with a view to set right any defect.

7. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

- a. Subject to Clause 5 above, the Buyer shall, after taking possession, be solely responsible to maintain the Apartment at its own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the Real Estate Project which may be in violation of the Applicable Laws 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. Any fit-outs to be carried out by the Buyer in the said Apartment shall be in accordance with the 'Fit-out Guidelines' as uploaded by the Promoters on the website of the Authority under RERA.
- b. The Buyer / the Association of Buyers further undertakes, assures and guarantees that it would 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 Real Estate Project, buildings or the said Apartment or the Common Areas. The Buyer shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or permit any remodelling, 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. Further, the Buyer / Association of Buyers shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the Building.

- c. The Promoter / Buyer / Association of Buyers shall not create any hindrance by way of locking, blocking, parking or in any manner in the right of passage or access or Common Areas which otherwise are available for free access.
- d. If any damage is caused to the Apartment, Common Areas or to the Real Estate Project on account of any act, negligence or default on part of the Buyer or his employees, agents, servants, guests, or invitees, the Buyer shall be liable and responsible for the consequences thereof, including the obligation to pay for the rectification of loss and/ or damage caused as may be levied by the Promoters or the Association of Buyers or the Maintenance Agency, as the case may be.
- e. The Buyer / the Association of Buyers shall not remove any wall, including the outer and load bearing wall of the Apartment, as the case may be. The Buyer is strictly prohibited from making any alterations or modifications in the Apartment or outside the Apartment to the structure or the services and systems laid out in the Apartment / Real Estate Project including any changes that are either structural changes or such that would lead to disruption of the services laid out in the buildings or along the buildings for the use by one or more apartments. The Buyer shall not under any circumstances do or allow any alteration/ modification/ change to the interior walls, layout or finishes within the said Apartment save and except with the prior permission of the Association of Buyers in writing.
- f. The Buyer shall not cover or construct on the balcony(ies), open terrace(s) or garden(s) reserved exclusively for the dedicated use of the Apartment and shall only use the same as open balcony(ies), terrace(s) or garden(s), as the case may be, and in no other manner whatsoever.
- g. The Buyer / Association of Buyers shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoters and after the handover of the Common Areas by the Promoters the same shall be conformity with the approval from the Maintenance Agency / Association of Buyers, as the case may be . The Buyer shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- h. The Buyer shall not use/ cause to be used the said Apartment for any purpose except residential use and shall not permit any commercial activity, and shall always ensure that the Apartment be put to residential use only. Furthermore, the Buyer specifically undertakes not to use the said Apartment or offer it to be used in any manner and/or for any activity that is prohibited/ irregular/ illegal or other activity that is hazardous or may cause a nuisance of any nature in the Real Estate Project.

- i. The Buyer undertakes not to sub-divide/amalgamate the Apartment(s) with any other apartment / area in the Real Estate Project.
- j. The name of the Complex and Real Estate Project shall always be 'Luminare' and 'Luminare Sirius' respectively and the Buyer or his lessees / occupant(s) / transferee(s) / assignee(s) or the Association of Buyers shall not be entitled to change the same.
- k. The Buyer shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Apartment in the Common Areas or any portion of the Complex.

8. COMPLIANCE OF LAWS, NOTIFICATIONS, OTHER OBLIGATIONS ETC. BY THE PARTIES:

- a. The Parties are entering into this Conveyance Deed with the full knowledge of all laws, rules, regulations, and notifications applicable in the State of Haryana and related to the Real Estate Project.
- b. The Promoters has made it expressly clear to the Buyer that the rights of the Promoters in the Apartment agreed to be conveyed/ sold/ transferred herein are circumscribed by and subject to the conditions imposed by the DTCP and/or any other statutory authority(ies).
- c. The Buyer shall observe all terms and conditions of this Conveyance Deed, and also those conditions, restrictions and other stipulations imposed in respect of the Real Estate Project by virtue of the license granted by the authority and shall also abide by the applicable zoning plans, building plans and other Applicable Laws applicable to the Apartment and /or the Real Estate Project.

9. ADDITIONAL CONSTRUCTIONS:

The Promoters undertake that they have no right to make additions or to put up additional structure(s) anywhere in the Real Estate Project after the building plans, layout plan, sanction plan and specifications, amenities and facilities has been approved by the Competent Authority(ies) and disclosed, except for as provided in the Act.

10. COMPLIANCE WITH APARTMENT ACT AND THE ACT:

The Promoters have assured the Buyer that the Real Estate Project in its entirety is in accordance with the provisions of the Apartment Act, Act and rules framed / to be framed thereunder.

11. ENTIRE CONVEYANCE DEED:

This Conveyance Deed, along with its schedules, constitutes the entire understanding /

contract between the Parties with respect to the subject matter hereof and supersedes all previous understanding, documents, communications, discussions, arrangements whether written or oral, negotiations held between the Parties (including but not limited to Application, Allotment Letter and the Agreement To Sell) and there are no promises or assurances or representations, oral or written, express or implied, of the Promoters, other than those contained in this Conveyance Deed.

12. PROVISIONS OF THIS CONVEYANCE DEED APPLICABLE ON BUYER/ SUBSEQUENT PURCHASERS OF THE APARTMENT:

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 Apartment and the Real Estate Project shall equally be applicable to and enforceable against and by any subsequent purchaser of the Apartment, as in case of a transfer, all obligations go along with the Apartment for all intents and purposes.

13. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE CONVEYANCE DEED:

Wherever in this Conveyance Deed it is stipulated that the Buyer has to make any payment, in common with other buyer(s) in the Real Estate Project / Complex, the same shall be the proportion which the Carpet Area of the Apartment bears to the total Carpet Area of all the apartments in the Real Estate Project / Complex, as the case may be.

IN WITNESS WHEREOF the Parties hereinabove named have set their respective hands and signed this Conveyance 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:

Buyer: (including joint Buyers)

(1) Signature : _____
Name : _____
Address : _____

Please affix
photographs and
sign across the
photographs

(2) Signature : _____
Name : _____
Address : _____

Please affix
photographs and
sign across the
photographs

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoters:

Please affix
photographs and
sign across the
photographs

Signature (Authorised Signatory) _____
Name: _____
Address: _____

Signature (Authorised Signatory) _____
Name: _____
Address: _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Companies :

(1) Signature : _____
Name : _____
Address : _____

(2) Signature : _____
Name : _____
Address : _____

(3) Signature : _____
Name : _____
Address : _____

(4) Signature : _____
Name : _____
Address : _____

(5) Signature : _____
Name : _____
Address : _____

Please affix
photographs and
sign across the
photographs

Please affix
photographs and
sign across the
photographs

At ___ on ___ in the presence of:

WITNESSES:

1. Signature ___ Name _____ Address _____
2. Signature ___ Name _____ Address _____

SCHEDULE I

Part A: Description of Licensed Lands

Land ad-measuring 17.55 acres situated at Sector –59 Village Behrampur, Tehsil Sohna, District Gurgaon in and comprised in the following Kila Numbers:

Rectangle	Kila No	Area (in Kanal – Marla)		Area (in acres)
		Kanal	Marla	Acres
12	19/2	5	5	0.65625
	21/2	2	4	0.275
	22	8	0	1
20	2	9	4	1.15
12	21/1	1	6	0.1625
13	24	4	0	0.5
	25	4	0	0.5
19	4	7	12	0.95
	5	8	0	1
	6	8	0	1
	7	7	12	0.95
20	1	3	0	0.375
	10	5	1	0.63125
18	6	9	18	1.2375
	14	9	18	1.2375
	17	8	0	1
	15/1	2	4	0.275
	16/2	2	12	0.325
19	8	8	0	1
	9/1	2	12	0.325
	12/2	2	12	0.325
	13	8	0	1
19	10	8	0	1
	9/2	5	8	0.675
Total		140	8	17.55

Part B: Description of Complex Lands

Land ad-measuring 6.794 acres approx. situated at Sector –59 Village Behrampur, Tehsil Sohna, District Gurgaon in and comprised in the following Kila Numbers:

Rectangle	Kila No	Area (in Kanal – Marla)		Area (in acres)
		Kanal	Marla	Acres
13	25/2	0	1	0.006
19	4/2	3	12	0.450
	5/2	7	0	0.875
	6	8	0	1.000
	7	7	12	0.950
	8/1	7	16	0.975
	9/1/2 min	2	0	0.250
	9/2/2 min	0	2	0.013
	12/2 min	1	19	0.244
	13	8	0	1.000
20	10 min	0	5	0.031
12	21/1/2	0	4	0.025
20	1	3	0	0.275
	10	4	16	0.600
Total		54	07	6.794

SCHEDULE II
DETAILS OF COMPANIES

- (i) **ORNAMENTAL REALTORS PRIVATE LIMITED**, having its registered office at A-11, First Floor, Neeti Bagh, New Delhi - 110049
- (ii) **BTVS BUILDWELL PRIVATE LIMITED**, having its registered office at C-4, First Floor, Malviya Nagar, New Delhi - 110017
- (iii) **BASE EXPORTS PRIVATE LIMITED**, having its registered office at 304, Third Floor, Kanchan House, Karampura Commercial Complex, New Delhi - 110015
- (iv) **ADSON SOFTWARE PRIVATE LIMITED**, having its registered office at A-11, First Floor, Neeti Bagh, New Delhi - 110049
- (v) **ASPIRANT BUILDERS PRIVATE LIMITED**, having its registered office at 305, Third Floor, Kanchan House, Karampura Commercial Complex, New Delhi – 110015

SCHEDULE III
DETAILS OF SALE DEEDS

- i. Sale deed dated 30th January, 2006 executed by Rishipal, Vijay Singh, Balbir, Dheeraj and Rajesh in favour of BTVS Buildwell Private Limited, registered with the Sub-Registrar of Assurance as Document No. 6511 dated 30th January, 2006
- ii. Sale deed dated 30th January, 2006 executed by Khacheru Ram in favour of Ornamental Realtors Private Limited, registered with the Sub-Registrar of Assurance as Document No. 6504 dated 30th January, 2006
- iii. Sale deed dated 1st February, 2006 executed by Chirag Developers and Salil Bhatia in favour of BTVS Buildwell Private Limited, registered with the Sub-Registrar of Assurance as Document No. 6564 dated 1st February, 2006.
- iv. Sale deed dated 27th March, 2006 executed by Phool Singh, Lakhmi Chand, Billo, Rajpal and Bhagwati in favour of Adson Software Private Limited, registered with the Sub-Registrar of Assurance as Document No. 7666 dated 27th March, 2006.
- v. Sale deed dated 25th November, 2005 executed by Hari Ram in favour of Base Exports Private Limited, registered with the Sub-Registrar of Assurance as Document No. 4899 dated 25th November, 2005.
- vi. Sale deed dated 9th March, 2006 executed by Hari Ram, Kalu and Lilu in favour of BTVS Buildwell Private Limited, registered with the Sub-Registrar of Assurance as Document No. 7286 dated 9th March, 2006.

**SCHEDULE IV
DESCRIPTION OF THE APARTMENT**

A. DESCRIPTION OF THE APARTMENT APPLIED FOR:

- (i) Apartment No. _____
- (ii) Tower No. _____
- (iii) Floor No. _____
- (iv) Carpet area of _____ sq mts. (equivalent to _____sq. mts. approx).
- (v) Exclusive Balcony area of _____sq. mts (equivalent to _____sq. mts. approx.)
- (vi) Number of covered car parking(s) _____

- (vii) The above said apartment is surrounded from four side as follows:
 - a. East side: _____
 - b. West side: _____
 - c. North side: _____
 - d. South side: _____

**SCHEDULE V
SPECIFICATIONS & AMENITIES
WHICH ARE PART OF THE APARTMENT**

SPECIFICATIONS				
<ul style="list-style-type: none"> ■ VRV Air-conditioning ■ Modular Kitchen Cabinet with Hob and Chimney ■ Italian marble flooring in living/dining areas and Laminated Wooden flooring in Bedrooms ■ Floor to Floor Height – 3.2 mts. 				
S.NO.	APARTMENT SPACES	FEATURE	FINISHES	OTHERS
1	LIVING ROOM / DINING FAMILY LOUNGE	Walls	Low VOC acrylic emulsion paint	
		Flooring	Italian Marble	
		Ceiling	low VOC acrylic emulsion paint and part gypsum board false ceiling as per design	
		Doors	Hardwood frame with flush door with veneer finish (on both sides) & Architraves.	
		Windows	UPVC framed double glazing unit	
2	BEDROOMS	Walls	Low VOC acrylic emulsion paint	
		Flooring	Laminated Wooden Floor	
		Ceiling	Low VOC acrylic emulsion paint and part gypsum board false ceiling as per design	
		Doors	Hardwood frame with flush door with veneer finish (on both sides) & Architraves.	
		Windows	UPVC framed double glazing unit	

3	KITCHEN	Walls	Wall tiles up to 2' 0" above the counter and low VOC acrylic emulsion in the balance area.	Modular kitchen cabinet with granite counter top/ Hob, Chimney will be provided.
		Flooring	Anti-Skid Vitrified Tiles	
		Ceiling	Low VOC acrylic emulsion paint and part gypsum board false ceiling as per design	
		Windows	UPVC framed double glazing	
4	TOILETS	Walls	Vitrified Tile up to FALSE CEILING, with Italian Marble on the counter	
		Flooring	Anti-Skid Vitrified Tiles	
		Ceiling	Low VOC acrylic emulsion paint with false ceiling.	
		Doors	Hardwood frame with flush door with both side laminated finish & Architrave.	
		Windows	UPVC framed single glazing with frosted glass.	
		CP & Sanitary Fittings	TOTO, GROHE or equivalent	
5	BALCONIES / TERRACES	Walls	SS Handrail with laminated toughened glass	Stone coping.
		Flooring	Anti-Skid Vitrified Tiles	
		Ceiling	EXTERIOR GRADE PAINT of Approved make	
6	SERVANT ROOM & TOILET	Walls	Low VOC OBD	
		Flooring	Anti-Skid Vitrified Tiles	
		Ceiling	Low VOC OBD	

		Doors	Hardwood frame with flush door with both side laminated finish & Architrave.	
		Windows	UPVC framed single glazing.	
		CP & Sanitary Fittings	Jaquar, Hindware or equivalent.	
7	APARTMENT LIFT LOBBIES (private).	Walls	Stone cladding and low VOC acrylic emulsion paint	
		Flooring	Italian Marble.	
		Ceiling	Low VOC acrylic emulsion paint.	
		Doors	Hardwood frame with flush door with veneer finish (on both sides) & Architrave.	
		Windows	UPVC framed single glazing.	