

CONVEYANCE DEED

This **CONVEYANCE DEED** (hereinafter referred to as '**this Deed**') is executed at _____
on _____

BY AND AMONGST

M/s Wellgrow Infotech Private Limited, (CIN No. U72200DL2005PTC134554), a Company duly incorporated under the Companies Act, 1956, having its Registered Office at H-340, L-G/F, New Rajinder Nagar, New Delhi- 110060 through its Director _____, [Aadhaar No. _____] duly authorized vide Board Resolution dated _____ hereinafter referred to as "**the Company**" (which term or expression, unless excluded by or repugnant to the subject or context hereof shall mean and include its successors in title and assigns) of the FIRST PART;

AND

1.	<Name1> <Relation1> <Name3> Aged about <Age1> years <Address1>	
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(Hereinafter singly/jointly, as the case may be, referred to as "**the Buyer**" or "**Second Party**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include his/her/its/their respective heirs, executors, administrators, legal representatives, successors and assigns) of the SECOND PART;

The "**Company**" and the "**Buyer**" are hereinafter individually referred to as such or the '**Party**' and collectively referred to as the '**Parties**'.

RECITALS:

Whereas:

- I. The Company is the absolute and lawful owner of Plot No. A, - admeasuring approximately 40,508.0 square meters situated at Sector 132, Noida, Uttar Pradesh ("**Said Land**") *vide* Sub-lease deed(s) dated 23day of August 2006 which is duly registered in the office of Sub-Registrar II, Noida bearing Registration No. 7017, in Book No. 1, Volume No. 141, at Page No. 169 to 200 on date 23rd Aug 2006;
- II. The Said Land is earmarked for the purpose of building an IT/ITES project (hereinafter referred to as the "**Project**"). The Project consists of [●] multi-storeyed buildings/ towers by the name and style of '**Orion One 32**';

- III. The following commencement certificate in respect of development of the Project has been issued by the [●]:
- i. for Project "*Orion One 32'*" vide Registration No. _____ dated _____.
- IV. The Company has registered the Project under the provisions of the Act with the Uttar Pradesh Real Estate Regulatory Authority at _____ on _____ under registration no. _____.
- V. A Deed of Declaration dated _____ has been filed by the Company with the competent authority.
- VI. The Buyer, being fully satisfied with the marketable title of the Company, has agreed to purchase the IT/ITES Unit in the Project vide application dated [●] bearing unit no. _____ having an approximate Carpet Area of _____ square meters (i.e. _____ square feet approximately), fully described in **Schedule-I** attached herewith and shown in unit plan attached herewith as **Schedule-II** (hereinafter referred to as the "**said Unit**") located on the ___ floor in Tower/block no. ____ (hereinafter referred to as the "**said Building**") on the terms and conditions set out in the Agreement for Sale dated _____ (hereinafter referred to as the said "**Buyers Agreement**").
- VII. The Company has obtained occupation / completion certificate in respect of the said Building vide _____.
- VIII. The Company has clarified and the Buyer has clearly understood that the layout plan of the Project depicting various areas, other structures and facilities & amenities, proposed to be developed subsequently in phases and that the construction, structures, facilities and amenities and their earmarked uses in other towers/phases/areas of the Project may be modified/ amended by the Company in accordance with the approvals received/to be received from competent authorities, at any stage, as per applicable laws to which the Buyer shall have no objection. Such changes shall be binding on both the parties. It is clarified, that the scope of this Deed is confined and limited only to the sale of the Unit in the Building to be constructed on a portion of the Said Land.
- IX. The Buyer has inspected the ownership/title record of the Said Land, License, Building Plans, various approvals, consents and permissions including but not limited to all environmental clearances etc. granted by the competent authorities and all other information, clarifications, specifications of the Unit / Project etc. sought by him with regard to all the above and all documents relating to the title, competency and rights of Company to develop and construct the Project on the Said Land and all other relevant details. The Buyer acknowledges and confirms that the Buyer is fully satisfied with the title and competency of the Company to execute this Deed. The Buyer has relied on his/its own judgment and investigations in purchasing the said Unit. The Company hereby disclaims to have made any representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, except those mentioned in this Deed and no oral or written representations or statements of the Company shall be considered to be part of this Deed.
- X. The Buyer has confirmed to the Company that it is purchasing the said Unit with full knowledge of all rules, laws, regulations, notifications etc. applicable to the said Building and Project in general and the said Unit in particular and the terms and conditions contained in this Deed, the Buyers Agreement and the Maintenance Agreement and that the Buyer has clearly understood its rights, duties, responsibilities and obligations there under.

XI. The Company relying on the confirmations, representations and assurances of the Buyer to faithfully abide by all the terms, conditions and stipulations contained in this Deed, the Buyers Agreement and the Maintenance Agreement have agreed to execute this Deed and sell the said Unit to the Buyer subject to and on the terms and conditions set out in the said Buyers Agreement and terms appearing hereinafter.

AND NOW THEREFORE, THIS DEED IS WITNESSETH AS UNDER:

1. In pursuance of the said Buyers Agreement and in consideration of a sum of Rs. _____ .00 (Rupees _____ only) ("**Total Price**") (including but not limited to sale price, taxes, charges and deposits) (specific details of payment made are set out in **Schedule III** attached herewith), the receipt whereof the Company hereby acknowledges and admits, the Company hereby grants, transfers and conveys unto the Buyer the said Unit [i.e. Unit bearing Unit no. ____ having an approximate Carpet Area of _____ square meters (i.e. _____ square feet approximately), located on the ____ floor of the said Building], free from all encumbrances, charges, lien, lis-pendens, subject to the restrictions, covenants, exceptions and conditions mentioned in this Deed.
2. The Buyer confirms and acknowledges having taken over/received actual, physical and vacant possession of the said Unit. Before taking over possession of the said Unit, the Buyer has physically inspected and verified the said Unit and fully satisfied himself about the construction, specifications, various installations in the said Unit such as construction work, electrification work, fittings and fixtures, water and sewage connection, etc. and all items of work, quality of workmanship, materials, specifications, fittings and fixtures used and provided therein and the Buyer confirms that the same are to its satisfaction and that the Buyer has no complaint or claims against the same. The Buyer further confirms that it shall not raise any objections or make any claims against the Company in future, in respect of items of works or allege any of it not to have been carried out or completed for any reason whatsoever, including any delay in handing over possession of the said Unit and such claims or objection, if any, shall be deemed to have been waived by the Buyer.
3. The Buyer shall have the common right of ingress, egress and use of the Common Areas in the manner and to the extent as would be absolutely essential for beneficial enjoyment of the Unit, subject to timely payment of maintenance charges and the compliance of applicable rules and regulations and upon terms and conditions mentioned herein. The Buyer has confirmed and agreed that he will not raise any objection in any manner in this regard. The Common Areas in the Project will be handed over to the Association of Unit Owners after completion of construction and development of the entire Project / all phases in the Project and after receipt of completion certificate of the entire Project as per applicable laws.
4. The Buyer confirms and undertakes that the Buyer shall be liable to pay all property tax, municipal tax, and all government rates, levies, cesses, charges, surcharges, Goods and Service Tax (GST), tax on land, wealth tax, fees of all and any kind and any other charges, by whatever name called, whether levied now or leviable in future by the Government, municipal authority or any other competent authority on the said Unit/said Building/ Project, Said Land, as the case may be, as assessable, whether prospectively or retrospectively. The Buyer further agrees that till the time said Unit is not assessed separately, Buyer shall pay the same to Company on pro-rata basis (i.e. in the ratio in which the Carpet Area of the said Unit bears to total Carpet Area of all the units in the said Project).

5. As and when the said Unit is assessed separately, the Buyer shall pay applicable taxes, cesses, levies and charges directly to the competent authority(ies) on demand being raised by the competent authority(ies). The Buyer shall indemnify and keep the Company indemnified and harmless against all claims, losses, harm, damages, costs that may be suffered or incurred by the Company in the event of non-payment of liabilities, charges, fees, property taxes, cesses or levies, levied or leviable by the competent authorities or any other dues as per the terms herein.
6. The Buyer has paid pro-rata charges towards External Development Charges (EDC) and Internal / Infrastructure Development Charges (IDC) at current applicable rates along with costs, interest and penalty paid to competent authorities on these demands. However, in the event of increase or enhancement in charges of EDC or IDC or levy of fresh EDC/ IDC charges, taxes, cess, demands etc., by whatever name called, by the authorities, whether prospectively or retrospectively, the Buyer shall bear and pay to the Company on demand further amounts on pro rata basis towards such increase or enhancement or fresh levy along with other costs incurred by the Company in respect of the these charges/demands. The Buyer further agrees and undertakes, that as and when demanded by the Company, the Buyer shall pay on pro-rata basis any additional charges, taxes and/or levies etc. which may be levied by the competent authorities pursuant to any government orders / directives / policies.
7. If deemed necessary by the Company or any of its nominees, or if any provision of the existing and future laws, guidelines, directions etc. of any Government authority or the competent authorities made applicable to the said Unit/Project requires provision of new/additional facilities/equipment/devices or their up-gradation etc. including but not limited to providing additional fire safety measures etc., any charge deposits/securities to be paid to authorities, provision of external, infrastructural and / or peripheral services attributable to the Project /Said Land, increase in charges or deposits for bulk supply of electrical energy and/or any other increase in cost and charges on any ground, whether prospectively or retrospectively, then the cost of the such additional devices, equipment, facilities or up-gradation etc. shall also be borne and paid by the Buyer on pro-rata basis, as and when demanded by the Company.
8. The Buyer confirms that subject to the terms and conditions of this Deed, the Buyer shall only be entitled to the following rights as per details given below:
 - 8.1 Ownership of the said Unit;
 - 8.2 The Buyer shall also have undivided proportionate share in the Common Areas. Since the share/ interest of Buyer in the Common Areas is indivisible and cannot be divided or separated, the Buyer shall use the Common Areas, along with other buyers and maintenance staff etc., without causing any inconvenience or hindrance to them. The right of Buyer to use such Common Areas shall always be subject to timely payment of maintenance charges, sinking fund charges, IFMS, and other charges, deposits and amounts payable by the Buyer to the Company, Maintenance Agency under this Deed, the said Buyers Agreement and Maintenance Agreement, and the compliance of applicable rules and regulations and upon terms and conditions mentioned in these documents/agreements. The use of Common Areas

and facilities shall be subject to such rules and regulations as are prescribed by the Company / Maintenance Agency and/or Association which shall be followed by the Buyer and other occupants of the Unit.; and

8.3 Exclusive right to use car park space(s) as more particularly detailed in **Schedule-I** attached herewith as reserved for the use by Buyer for parking his /her/ its vehicle (hereinafter referred to as the "**Reserved Parking Space**") subject to terms herein.

9. That the Reserved Car Parking Space(s) forming a part of the Unit bundled with and deemed to be part and parcel of the said Unit and the same shall not have an independent legal entity detached from the said Unit. The Buyer undertakes not to sell/transfer/deal with or part with possession of the Reserved Parking Space independent of the said Unit and further undertakes that he shall not modify or make any changes or cover the Reserved Car Parking Space(s) or divert the user of the said Reserved Car Parking Space(s) in any manner whatsoever at any point of time. The Buyer undertakes to park his vehicle in the designated parking space allotted to him and not anywhere else in the Project. The Buyer agrees and confirms that in the event of cancellation or resumption of the said Unit under any of the provisions of this Deed, the Reserved Car Parking Space(s) along with additionally allotted parking space(s), if any, to him shall automatically be cancelled or resumed as the case may be. No separate proceedings for cancellation or resumption of Reserved Car Parking Space(s) shall be initiated or followed by the Company independently that of the said Unit in any manner whatsoever. The Buyer hereby acknowledges and agrees that the Company shall be entitled to shift/relocate the Reserved Car Parking Space(s) to any other location in the said Project
10. The Buyer understands and acknowledges that the service areas in the basement of the said Building and said Project or anywhere else in the said Project which are reserved/earmarked by the Company for services, use by maintenance staff earmarked by the Company to house 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 etc., shall not be used by the Buyer for parking or any other purpose, of any nature whatsoever. All clauses pertaining to allotment, use, possession, forfeiture, cancellation etc., of the said Unit shall apply mutatis mutandis to the Reserved Car Parking Space(s). The liability to pay for the maintenance and upkeep charges as may be levied from time to time by the Maintenance Agency/Company on such Reserved Car Parking Space(s) shall be the responsibility of and payable by the Buyer. Any violation of this condition shall be a breach of this Deed by the Buyer.
11. Exclusions from the scope of this Deed:
 - (i) It is clarified that the Buyer shall not have any ownership right on the areas declared as independent areas or Limited Common Areas and Facilities in the declaration filed by the Company. The right to use such independent areas and Limited Common Area and Facilities shall be limited to the Buyer(s) who have been specifically authorized to use such independent areas / Limited Common Areas and Facilities. The Company shall be entitled to regulate the usage of the independent areas and Limited Common Areas and Facilities and dispose the same as it may deem fit.

- (ii) The Buyer agrees and understands that certain portions of the Said Land are earmarked for the provision of construction of shops, commercial premises / buildings, stores or other independent areas etc. The Buyer acknowledges and agrees that the Buyer has not paid any amount towards such facilities, amenities, areas, etc. and as such he/she/it shall not have any ownership right and title in any such shops, commercial premises / buildings, stores and other independent areas etc., constructed or developed on the Said Land and Project. The ownership of such facilities, amenities, areas, etc. shall be with the Company, and the Company shall be free to deal with and dispose of the same on such terms and conditions, as it may deem fit, including their usage and manner/method of use, disposal etc., creation of rights, in favour of any third party / Person by way of sale, transfer, sub-lease, joint venture, collaboration or any other mode including transfer to Government, semi-government or any other person.
 - (iii) The Buyer further acknowledges and agrees that he/she/it shall not have any right to interfere in / obstruct / hamper (i) the operation and management of these shops, commercial premises / buildings, stores etc. as well as of independent areas and Limited Common Areas and Facilities in the Project, and / or (ii) in creation of rights by Company in favour of any third party / Person by way of booking, allotment, sale, transfer, lease, collaboration, joint venture etc. in respect of above or any other mode including transfer to Government, any other authority, body, any person, entity, institutions, trusts or any local bodies, which the Company may deem fit and proper.
 - (iv) It is made clear by the Company and agreed by the Buyer, that the Company is responsible only to undertake the developments within the boundaries/periphery of the Project and shall not be liable for any developments/progress outside the boundaries of the Project. It is also clarified that, all land(s) earmarked by the Company in the layout plan as public roads, public streets (falling outside the periphery/boundary of the Project) are for the use by general public and are clearly outside the scope of this Agreement, and the Buyer shall have no right of any nature whatsoever in such lands.
12. The Buyer understands and agrees that the Company will be carrying out the development of other towers/phases/areas in the Project and there will be construction activities on the Said Land in future even after the offer of possession of said Unit to the Buyer, and the Buyer undertakes that it shall (i) not at any time, create any hindrance / obstruction / interference in the construction and development of other towers / phases / areas in the Project, and shall not object to the Company's development / construction or continuation with the development of the Said Land in phases and other adjoining land as permissible, in any manner, and (ii) not object or raise any claim, demand, etc., towards any inconvenience faced by him due to such construction activities. Further, the Buyer shall have no right to withhold any payments (i) on account of inconvenience, if any, which the Buyer may suffer due to any development / construction activities or other incidental /related activities in the vicinity of said Unit or anywhere else in the Project and/or (ii) on the ground that the infrastructure / facilities / amenities to be developed other towers / phases / areas of the Project are not completed.
13. The Buyer acknowledges and confirms that the Project consists of several towers/phases/areas, and that, several facilities and amenities will be developed by the

Company as a part of subsequent towers/phases/areas, and that such facilities and amenities (i.e. facilities and amenities in other towers/phases/areas of the Project) will be available for use to the Buyer (along with other buyers / occupants of the Project) only after completion of the respective towers / phases / areas in the Project. The use of Common Areas and other facilities and amenities in the Project shall be subject to the terms and conditions of this Agreement and other policies, guidelines, rule and regulation etc., framed by the Company / Maintenance Agency / Association, from time to time, in this regard, and payment of Maintenance Charges, fees, etc.

14. The Buyer hereby further agrees that non-completion or non-operation of any other facilities / amenities to be developed in the Project and subsequent towers/phases/areas in the Project shall not be a ground for raising any claim / demand on the Company or withholding any payment. The Buyer further acknowledges and agrees that other towers/phases/areas in the Project and common areas, facilities, amenities in such towers/phases/areas will be developed by the Company, at its discretion, as per applicable permissions and approvals laws. The Buyer confirms that he/she/it has booked the said Unit basis the Common Areas, facilities and amenities to be developed in the Building, and in case there is any delay in development or failure of development of future towers/phases/areas in the Project (including common areas, facilities and amenities in such future towers/phases/areas), the Buyer shall not make any claim, demand, etc., on the Company in this regard.
15. The Buyer agrees and understands that, due to changes in government policies, orders, rules, regulations, statutory provisions, additional FAR / FSI (i.e. over and above current sanctioned / permitted FAR/FSI) may be permitted by competent authorities to be developed on the Said Land. Therefore, the Buyer agrees and confirms that the Company / its nominee shall at all times, be entitled to construct and develop, as part of the Project, any additional FAR / FSI as per necessary sanctions and related project approvals that may be obtained from the competent authority and to seek changes in the approved layout plan, building plans and other approved drawings as per norms of the competent authority for such development as per applicable laws, to which the Buyer shall have no objection and hereby extends its/his/her approval for the same. Further, since the current layout plan and building plan for the Project does not include the provision of such additional development, the Company may subsequently at its own option/discretion provide for / develop the same at any location in the Project as per applicable laws. The Buyer hereby confirms that it has no objection to such additional development by the Company /its nominee and also undertakes to provide requisite assistance and co-operation in this regard including but not limited to signing necessary undertakings, no objection letter, agreements and documents as may be required by the Company / its nominee from time to time.
16. The Buyer shall not:
 - 12.1 do or suffer to be done anything in or to said Building, the Project, the said Unit, the staircases, lifts, common passages, corridors, circulation area, atrium and/or area in the compound, which may be in violation of any laws or rules of the competent authority;
 - 12.2 change or cause to be changed structure of the said Unit or any portion thereof, and shall also not make or cause to be made any additions or alterations in the said Unit or any part thereof, or sub-divide the said Unit, so as to or which may cause

blockage in any passage, verandas, open spaces etc. or affect the structure of the said Unit, said Building and/or said Project;

- 12.3 make any structural alterations to the Unit and/or effect any change to the plan or elevation and shall not enclose the balconies attached to the Unit. The Buyer shall not demolish the said Unit or any part thereof nor will at any time make or cause to be made any construction/additions/alterations of whatever nature to the said Unit or any part thereof;
- 12.4 store or cause/permit any of its agent, servants, occupants, clients or other visitors of the said Unit to observe the Maintenance Rules and other regulations framed and prescribed by the Company/ Maintenance Agency or to store, stock, knowingly discharge, bring into or keep in the said Unit/ any of the conduits any noxious or prohibited goods, materials, explosives, hazardous, combustible or inflammable substances which may cause risk by fire or which causes damage to or endanger the safety of the said Unit, adjacent units, said Building and/or the Project/towers therein. The Buyer shall not place any heavy material in the common passages or staircase of the Building;
- 12.5 construct, place or maintain any matter or thing upon, over or under the common areas of the said Building and/or said Project nor throw/stack trash, garbage, excess materials of any kind on or about the common areas of the said Building and/or said Project;
- 12.6 change colour scheme of outer walls or paintings of exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design;
- 12.7 fix/install the air-conditioners/coolers at any place other than the space(s) provided for in the building design or Project or open them up to inside passage, common areas, or in the staircase, and shall ensure that no water drips from any cooler/air-conditioner;
- 12.8 use the Common Areas / parts of the Building / Project for keeping/chaining pets, dogs, birds or for storage of cycles etc. and not to block the common areas/parts of the tower in any manner whatsoever;
- 12.9 keep the battery, invertors/petrol, kerosene, generators, flowers, vessels, air conditioners, coolers etc. in the stairs or the entrance or road or parking places.
- 12.10 remove any wall, including load bearing wall, of the said Unit; or
- 12.11 distribute the electrical load which is not in conformity with the electrical systems installed in the said Building and/or said Project.

The Buyer hereby agrees and confirms that any non-observance of the provision of this clause shall entitle the Company and/or Maintenance Agency, to enter the said Unit, if necessary, seize and remove the non-confirming fitting, fixtures, changes, and materials/goods kept/displayed outside the said Unit, at the cost and expense billed separately to the Buyer and the Buyer shall forthwith make good all damage to the satisfaction of Company/ Maintenance Agency. The Promoter/Maintenance Agency shall not be liable for theft, pilferage or misplacement of any material, fixtures, fittings or equipment

kept/installed by the Buyer at the said Unit and/or any accident or injury caused or occasioned to the Buyer, its visitors or any employee or the workers engaged by the Buyer.

17. The Buyer shall not use / permit the use of the said Unit/ common areas for any purpose other than [IT/ITES] purpose, and subject to terms and conditions of allotment as under the Buyer's Agreement/ as per Maintenance Rules, and guidelines of Maintenance Agency /manufacturers of products installed/ provided therein. The Buyer shall not use the said Unit/ common area or permit the same to be used for any other purposes, or for any illegal or immoral purposes and shall not do or cause to be done any act/omission which may cause nuisance, damage, annoyance or inconvenience to the occupiers of adjoining Units/areas.
18. Further, the Buyer shall not do or permit anything to be done in or around the said Unit which tends to cause damage to any flooring or ceiling or services of any Unit over, below or adjacent to the said Unit or anywhere in the said Building and the said Project or in any manner interfere with the use or access thereof of spaces, passages, corridors or amenities available for common use. The Buyer shall also strictly follow the instructions as may be issued by the Company/Maintenance Agency from time to time in this regard. The Buyer agrees to indemnify the Company against any penal action, damages or loss borne/suffered by the Company due to any misuse of the said Unit by the Buyer for which the Buyer shall be solely responsible.
19. The Buyer has specifically agreed that the allotment of the Unit shall be subject to strict compliance of a code of conduct, Maintenance Rules, guidelines, policies etc. that may be determined by the Company/Maintenance Agency for occupation and use of the Unit and such other conditions as the Company/Maintenance Agency may deem fit from time to time which may include but is not limited to usage of the Unit, operation hours of various maintenance services, general compliance for occupants / buyers of the Project, regulation as to entry/exit of the visitors, invitees, guests, security, etc. It is clarified that the code of conduct, rules, guidelines, policies etc. as may be specified by the Company/Maintenance Agency is always subject to change by the Company/Maintenance Agency.
20. The Buyer agrees that it shall not display any name, address, signboard, name-plate, neon-light, publicity material, advertisement material, billboards, hoarding, on the external façade of the Unit, Building and/or the common areas of the Project. The Buyer would be permitted to place its name board only at the designated place specified by the Company/Maintenance Agency.
21. The Buyer shall comply with Maintenance Rules including but not limited to, fit-out guidelines, house rules, guidelines for regulating the usage of parking spaces in the Project and their maintenance, display of signage, terrace spaces, maintenance of Common Areas, usage of said Unit and other facilities and amenities in the Project and other applicable terms and condition set out in the said Buyers Agreement and Maintenance Agreement. The Maintenance Agency / Company directly or through its duly authorized agency shall have the right to frame and modify from time to time Maintenance Rules and other guidelines, house rules, etc.

22. The Buyer agrees that the Company shall have the right to make additions to or put up additional structures in/upon the Said Land, as may be permitted by the competent Government authorities and in accordance with applicable laws.

23. **Maintenance of the said Building / Project**

19.1 _____, having its registered office at _____ ("**Maintenance Agency**") which is the maintenance agency appointed by the Company or such other maintenance agency as may be nominated and appointed by the Company from time to time in its sole discretion shall be providing the maintenance services in the Common Areas in the Project till handover of the same to the Association of Unit Owner or competent authority or to any other assignee/nominee, other body corporate. The Buyer has signed and executed a Maintenance Agreement dated _____ ("**Maintenance Agreement**") with the Maintenance Agency and the Buyer agrees to also abide by the terms and condition of the said Maintenance Agreement. Further, the Buyer shall provide requisite cooperation and assistance including executing necessary documents, agreements etc., as may be required by the Company and/or Maintenance Agency from time to time.

19.2 The Buyer shall pay Interest Free Maintenance Security (**IFMS**) calculated @ Rs.____/- (Rupees _____) per sq. ft. of the Carpet Area. The said IFMS shall be retained by the Company/Maintenance Agency/or its nominee and the simple yearly interest rate as prevailing from time to time of a standard nationalized bank will be payable as interest earned on the IFMS, and the Company shall be entitled to utilize the interest so earned for meeting the common maintenance expense, repairs and up-keep including indirect expenses and service charges. In case the interest so earned is inadequate, the Company/Maintenance Agency shall call for shortfall amount from the Buyer to meet the maintenance expenses and Buyer shall pay the same as and when demanded. In the event of there being any delay in payment of the said demand, the Buyer shall be liable to pay compounded interest @ specified in the Maintenance Agreement. In case of failure of the Buyer to pay the maintenance charges, electricity charges or any other charges under the Maintenance Agreement on or before the due date, the Company/Maintenance Agency shall have the right to disconnect electricity supply to the said Unit and/or discontinue provisioning of maintenance services in respect of the said Unit. Further, the Maintenance Agency shall be entitled to adjust, in the first instance such deficit, the interest accrued out of the maintenance deposit against such defaults in the payment of maintenance bills, electricity bills and other charges, dues etc. and in case such accrued interest falls short of the amount of the default, then the Maintenance Agency shall be entitled to adjust the principal amount of the IFMS against such defaults. If due to such adjustment in the principal amount, the IFMS falls below the agreed sum of Rs._____-/- (Rupees _____) only per sq. ft. of the Carpet Area of the Unit, then the Buyer hereby undertakes to make good the resultant shortfall within 15 (fifteen) days of demand by the Company. The Company reserves the right to increase the IFMS from time to time in keeping with the increase in the cost of maintenance services and the Buyer agrees to pay such increases within 15 (fifteen) days of demand by the Company.

19.3 In the event of transfer of the said Unit to a subsequent purchaser, lessee, assignee and / or assignee, the IFMS shall be transferred to the account of such subsequent

purchaser, lessee, assignee and/or transferee, as the case may be, after adjusting there from any outstanding maintenance bills and or other outgoings of the Buyer, subject to the Buyer making good, the deficit in IFMS, pending charges, dues and other amounts payable by the Buyer to the Company and/or Maintenance Agency and fulfilling other terms and conditions as may be specified in this regard.

- 19.4 Upon noticing or becoming aware of any possible major structural damage, requiring repair in the said Unit or any damage, defect or malfunction which may occur in or to any part of the said Unit, water pipes, gas pipes, electrical wiring, air-conditioning duct or any other Common Areas maintenance facilities and equipment, the Buyer shall immediately intimate the Maintenance Agency about the same. As and when any plant & machinery within the Project including DG sets, electric substations, firefighting equipment, any other plant and equipment of capital nature etc. requires replacement, up-gradation, additions etc., the cost thereof shall be contributed by all the buyers in the Project, as the case may be, on pro-rata basis. The Company or the Maintenance Agency shall have the sole authority to decide the necessity of such repair, replacement, up-gradation, additions, refurbishment etc. including its timings or cost thereof and the Buyer agrees to abide by the same.
- 19.5 The Buyer assures and undertakes to pay maintenance charges, maintenance bills, IFMS, electricity charges, other charges and amounts and clear all dues as per the terms agreed under the Buyers Agreement, this Deed and the Maintenance Agreement, as the case may be. The Buyer acknowledges and confirms that the Company/Maintenance Agency reserves the sole right to modify/revise the maintenance charges, sinking fund charges, IFMS, and other amounts payable under the Maintenance Agreement.
- 19.6 The use of and access to maintenance services, Common Areas and facilities in the said Building and said Project shall be subject to compliance by the Buyer of the terms and conditions of this Deed, said Buyer Agreement and Maintenance Agreement including and not limited to those relating to timely payments of maintenance charges and other charges by the Buyer.
- 19.7 In addition to the above the other terms and conditions relating to maintenance services, use of Common Areas and facilities and maintenance / payment of IFMS, sinking fund, maintenance charges, etc., shall be as set out in the Maintenance Agreement and said Buyers Agreement.
24. The Buyer shall be solely responsible to maintain inside of the said Unit at its own cost, in a good repair and condition and shall keep its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good condition and maintain the same in a fit and proper condition and ensure that the support, shelter etc., of the said Building or pertaining to the said Building is not in any way damaged or jeopardized. The Buyer shall ensure that the internal electrical systems and / or any other work or thing done by the Buyer, internally within the said Unit shall not pose any fire, electrical, structural, pollution and health hazard for which the Buyer shall be solely responsible / liable for all legal and financial consequences arising therefrom. The Buyer shall adhere to all applicable laws, statutory rules and regulations of the authorities concerned with respect to putting up

fixtures and fittings, installations, service equipment, proper upkeep and maintenance of service equipment, interiors, etc. and shall be liable and responsible in all respect for any violation thereof and any resultant losses.

25. In addition to the Company's and Maintenance Agency's right of unrestricted usage of Common Areas and facilities in the Project, car parking spaces and other areas / spaces in the Project for providing maintenance services, the Buyer shall permit the Company/Maintenance Agency and/or its/their agents, workmen, employee, nominees etc., to enter into the said Unit or any part thereof, after due notice and during normal working hours, unless the circumstances warrant otherwise, for carrying out any repair, alternations, etc. and for any other purpose in connection with the provision of maintenance services, structural repairs, connections / dis-connection of the electricity and water and/or for repairing / changing the common utilities / services running through or around the said Unit. Further, the Buyer agrees and confirms that in the event of any emergency or any exigency situation, the Maintenance Agency and its representatives, employees etc. shall be entitled to enter the Unit without any notice in order to prevent any further damages / losses to the life and / or property in the Unit and the Buyer shall raise no objections to the same and if required extend all its co-operation in this regard. Any refusal of the Buyer to give such right of entry will be deemed to be violation of this Deed and the Company shall be entitled to take such actions as it may deem fit.
26. The Buyer hereby agrees to pay electricity consumption charges as per meter reading and further comply with the rules and regulations imposed by the authorities in respect thereto. Irrespective of the fact whether the Unit is occupied by the Buyer and/or their tenants/permitted persons or not, the Buyer /occupant shall be liable to pay the minimum charges as may be stipulated by concerned authority to the Company/Maintenance Agency. Any default would result in cutting of supply of electricity to the Unit and will be restored on payment of all the arrears with interest, if any. The Buyer agreed that in the event the Company/Maintenance Agency installs separate water meters for the Unit, then the Buyer shall pay the water consumption charges as per meter reading and further comply with the rules and regulations imposed by the authorities in respect thereto.
27. The Buyer acknowledges that the Company/Maintenance Agency may get the Project/building structure insured against fire, earthquake, riots and civil commotion, militant action etc. on behalf of the Buyer and the Buyer agrees to pay pro-rata cost of the same as per the amounts invoiced in the maintenance bill by the Maintenance Agency as a part of the maintenance bill. However, the fittings, fixtures and furniture kept/installed inside the said Unit shall be insured by the Buyer at his own cost. The Buyer shall not do or permit to be done any act or thing which may render void or voidable, insurance of any Unit or any part of the Project or cause increased premium to be payable in respect thereof, for which the Buyer shall be solely responsible and liable.
28. The Buyer do hereby declare and confirm that:
 - 24.1 All the terms and conditions of the said Buyers Agreement shall be deemed to have been incorporated in this Deed save and except those terms and conditions of the said Buyer Agreement which are at variance with the terms and conditions contained in this Deed, in which case terms and conditions of this Deed shall prevail.

- 24.2 It shall abide by all the laws, bye-laws, rules, regulations, notifications, etc., which are applicable to the Said Land/Project/said Unit. The Buyer shall be solely responsible and liable for violations, if any, of the provisions of the applicable laws and that Buyer shall indemnify the Company for any liability and/or penalty in that behalf.
- 24.4 It shall neither do on its own nor permit anything to be done to any part of the Project, which would be in violation to the sanctioned plans, completion certificate and any other approvals / permissions relating to the Project.
- 24.5 It has conducted and undertaken necessary due-diligence of the said Unit/Project and has sought all clarifications and perused/verified all the documents in respect of the Project and has satisfied himself about the right, title and interest of the Company over the Said Land and specific features/characters of the said Unit.
- 24.6 The Buyer undertakes that it shall not, and shall ensure that any person claiming under or through the Buyer shall not, raise any claim, demand, dispute etc., with the Company, its directors, employees, agents, consultants, workers, etc., in respect of any matter / issue, of any nature whatsoever, which relates to a period prior to the execution of this Deed, and shall indemnify and keep the Company, its directors, employees, agents, consultants, workers, etc. in this regard.
- 24.7 Except the said Unit, the Company shall be entitled to raise finance, loan and create security, guarantee, mortgage, charge or otherwise encumber all other areas, land, Units, development etc., in the Project.
29. In the event the Buyer desires to transfer the said Unit to a subsequent purchaser, lessee, and / or assignee, the transfer shall be subject to the Buyer making good the deficit in IFMS, paying requisite transfer charges and administrative charges, pending maintenance charges, sinking fund charges and any other pending dues and charges etc., payable by the Buyer to the Company and/or Maintenance Agency and fulfilling other terms and conditions as may be specified by Company in this regard including but not limited terms and conditions set out in the Buyers Agreement and Maintenance Agreement in this regard, before such transfer, lease and /or assignment of the said Unit.
30. The Buyer further agrees and undertakes that he has joined the Association of Unit Owners formed by the Company under the name and style of " _____ " (hereinafter referred to as "Association of Unit Owners"). The Buyer shall pay the prescribed fees, subscription charges thereof and shall complete such documentation and formalities as is deemed necessary by the Company in this regard. Further, the Buyer shall adhere to and comply with the bye-laws, rules, regulations and policies of such association.
31. The Buyer acknowledges and conforms that the infrastructure facilities and amenities including but not limited to electricity, water, roads etc., provided / to be provided by government in the entire locality is beyond the control of the Company / Maintenance Agency, and Buyer undertakes not to raise any claim or dispute against the Company and/or Maintenance Agency in respect of the facilities provided / to be provided by government or any statutory authorities.
32. The Buyer agrees and understands that the Company shall use the terrace above the top floor of Unit building within the Project, for purpose such as installation and operation of

antenna, satellite dishes, communication towers, other communication equipment or for display, signage purposes and the Buyer shall not have a right to object or cause any hindrance to the same or make any claims on this account.

33. The Buyer shall ensure that the persons to whom the said Unit or part thereof is let, transferred, assigned or given possession of will execute, acknowledge and deliver to the Company and Maintenance Agency such instruments and take such actions as the Company/Maintenance Agency may reasonably request to confirm or perfect any right to be created or transferred pursuant to any such transaction. The Buyer also undertakes to incorporate the terms of this Deed in any transfer document which he may execute whether pertaining to sale of the said Unit or lease or any other similar transaction.
34. The Buyer confirms that all the obligations arising of this Deed in respect of the said Unit/ Project/ Said Land shall be equally applicable and enforceable against any and all occupiers, tenants, licensees and/or subsequent purchasers of the said Unit as the said obligations go with the said Unit for all intents and purposes and the Buyer assures the Company that the Buyer shall take sufficient steps to ensure performance in this regard.
35. In case of non-observance of any of the provisions contained in this Deed, Buyers Agreement and/or Maintenance Agreement, the Company /Maintenance Agency may issue a notice to the Buyer to rectify the breach. However, in case the Buyer fails to rectify the breach within the notice period, the Company and/or the Maintenance Agency through their authorised representative shall be entitled, but not obligated to remedy / rectify the breach at the cost and expenses of the Buyer. Further, the Buyer shall be responsible for all losses, damages, claims, penalties, liability, costs and/or expenses suffered by or caused to or incurred by the Company and/or Maintenance Agency in this regard.
36. The Buyer confirms that he has understood each and every clause, covenant of this Deed and its legal implications, along with Buyer's obligations and liabilities in the Company as said forth in this Deed. The Buyer shall keep the Company, his agents, representative and estate indemnified and harmless against any and all losses, demands, claims, liabilities, actions, dues, cost, damages, proceedings etc., that the Company may suffer as a result of non-observance or non-performance by the Buyer's, it's nominees, assignees, transferees, lessee, tenants, licensees etc. of the covenants and conditions in this Deed, Buyers Agreement and Maintenance Agreement.
37. Defect Liability Period:
 - (i) In case any structural defect or any other defect in workmanship, quality or provision of services relating to development of said Unit, excluding defects caused by normal wear and tear and/or by the negligent use of the Unit by the Allottee /occupants, use without proper maintenance / AMC, vagaries of nature, superficial cracks, etc., is brought to the notice of the Company by the Buyer within a period of 5 (five) years from the date of offer for handing over possession of the said Unit or such reduced period as may be prescribed in the Act, the Company will rectify such defects without further charge, in the manner as provided under the Act. It is clarified that defects caused due to act, omission or negligence of the Buyer or any

person claiming or under through him or due to *Force Majeure* Events are not covered under this Clause.

- (ii) The Buyer acknowledges that there are several products /equipment /services to be provided by third party (for example lifts, ac, fans, lights, etc.), and the warranty and guarantee provided by the respective third party in respect of such products, equipment and services, will be available to the Buyer as per the products/equipment /services specifications, and the Buyer can approach such third parties directly for such warranty or guarantee claims. The Company shall not be responsible for warranty or guarantee for any products/ equipment / services provided in the Unit and/or Project by any third party.
 - (iii) The Buyer also agrees that for several products, equipment, machines etc., provided in the Project including DG Sets, lifts, etc., require proper annual maintenance. The Company shall also not be liable in case there is any default in the proper maintenance of these products, equipment, machines etc
38. All expenses towards execution and registration of this Deed including but not limited to the cost of stamp duty, registration fee and other incidental charges has been and shall be paid solely by the Buyer. Any deficiency in the stamp duty, as may be determined by the competent authority, along with consequent penalties and deficiencies as may be levied in respect of the said Unit shall be borne and paid by the Buyer without any liability on the Company.
39. The Schedules to this Deed are part and parcel of this Deed and may be read in conjunction with this Deed while interpreting the terms and conditions of this Deed.
40. Failure of the Parties to enforce at any time or for any period of time the provision(s) hereof shall not be construed to be waiver of any provisions or of the right thereafter to enforce each and every provision.
41. If any provision of this Deed shall be determined to be void or unenforceable under applicable laws, such provisions shall be deemed amended to the extent necessary to conform to applicable laws and the remaining provisions of this Deed shall remain valid and enforceable.
42. Failure by any Party to enforce at any time or for any period any one or more of the terms, conditions, provisions or stipulations of this Deed shall not constitute as a waiver of such term, condition, provision or stipulation nor of the right of such Party to enforce the same subsequently.
43. Capitalized terms used herein but not defined shall have the meaning assigned to them in the said Buyers Agreement.
44. Each Party agrees that it will from time to time, do execute, acknowledge and deliver all such further acts, documents, and instruments as may be reasonably required by the other Party in order to carry out fully and effectuate the transactions herein contemplated in accordance with the provisions of this Deed. The Buyer undertakes to execute all requisite

documents and present himself for execution and registration of this Deed as and when required by the Company.

45. The Buyer acknowledges and confirms that the Buyer has read and understood the said Act and the implications thereof in relation to the various provisions of this Deed and the Buyer is in full agreement with the provisions of this Deed in relation to the Act or any statutory amendments or modifications thereof or the provisions of any other law(s) dealing with the matter.
46. Unless the context otherwise requires, (i) words importing the masculine gender shall also include the feminine gender and vice versa; and (ii) the use of the singular shall include the plural and vice-versa.
47. That courts at _____ alone shall have exclusive jurisdiction to try and decide all disputes arising out of / touching and/or concerning this Deed.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR HANDS TO THESE PRESENT ON THE DAY, DATE, MONTH AND YEAR FIRST MENTIONED.

(For and on behalf of M/s Wellgrow Infotech Private Limited)
COMPANY

(For and on behalf of ____)
BUYER

Witnesses:

- 1.
- 2.

Schedule -I

Description of the said Unit and Reserved Parking Space

Unit Number	<Unit No>
Tower Number/Building Number	<Block>
Unit Type	<Unit Type>
Floor No	<Floor>
Carpet Area (sq. ft.)	<Super Built-up Area>
Carpet Area (sq. mt.)	<Super Built-up Area in Sq. mt.>
Exclusive Balcony (sq. ft.)	<Balcony Area in sq. ft.>
Exclusive Balcony (sq. mt.)	<Balcony Area in sq. mt.>
Exclusive Veranda (sq. ft.)	<Veranda Area in sq. ft.>
Exclusive Veranda (sq. mt.)	<Veranda Area in sq. mt.>
Carpet Area (sq. ft.)	<Carpet Area>
Carpet Area (sq. mt.)	<Carpet Area in Sq. mt.>

The said Unit is bounded as under:

North By:

South By:

East By:

West by:

Parking Space No.: [*insert number of car parks*]

1. Covered / Open : [*insert details of covered / open car park space number*]

and bounded as under:

North By:

South By:

East By

West by:

2. Covered / Open : [insert details of covered / open car park space number]
and bounded as under:
North By:
South By:
East By:
West by:

3. Covered / Open : [insert details of covered / open car park space number]
and bounded as under:
North By:
South By:
East By:
West by:

4. Covered / Open : [insert details of covered / open car park space number]
and bounded as under:
North By:
South By:
East By:
West by:

Schedule-II

Unit Plan of the said Unit

Schedule-III

Manner of Payment of Total Price