

**CONVEYANCE DEED**

**Type of Deed** : **Conveyance Deed**  
**Village** : **Wazirpur**  
**Sector** : **95, Gurugram**  
**District** : **Gurugram**  
**Type of Property** : **Residential Dwelling Unit**  
**Property Address** : **Dwelling Unit No.\_\_\_\_\_, Floor-\_\_\_\_\_, Tower-\_\_\_\_\_,  
Shanti Vihar, AWHO, Sector 95, Gurugram**  
**Super Built-up Area** : **\_\_\_\_\_ Sq. Mtr. (\_\_\_\_\_ Sq. Ft.)**  
**alongwith parking area**  
**Parking No.** : **\_\_\_\_\_ (Stilt/Covered/Open)**  
**Transaction Value** : **Rs. \_\_\_\_\_**  
**Stamp Duty** : **Rs. \_\_\_\_\_**  
**Stamp Certificate No.& Date** :  
**Stamp Certificate Issued By** : **Indian – Non Judicial Stamp Haryana Govt.**

This Conveyance Deed (“**Deed**”) is made and executed at sub-tehsil Kadipur, Gurugram on this \_\_\_\_\_ day of \_\_\_\_\_, 2020,

**BY**

**Army Welfare Housing Organisation (AWHO) (PAN-AABTA4251G)** a society registered under the Society Registration Act. XXI of 1860, having its registered office at South Hutments, RajajiMarg, Kashmir, House, New Delhi through its authorised signatory Sh . \_\_\_\_\_ duly authorized vide AWHO Authority Letter No \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter being referred to as the “**Land Owner/Developer/Transferor**”, which expression shall, unless repugnant to the context, be deemed to mean and include its successors-in-interest, authorized representatives, administrators, executors, nominees and assigns) of the **FIRST PART**;

**IN FAVOUR OF**

**Mr.** \_\_\_\_\_ (**AadhaarNo.** \_\_\_\_\_ **& PAN No** \_\_\_\_\_) **S/o** \_\_\_\_\_ **R/o** \_\_\_\_\_ **and Mrs** \_\_\_\_\_ (**Aadhaar No** \_\_\_\_\_ **& PAN No** \_\_\_\_\_) **W/O** \_\_\_\_\_ **R/O** \_\_\_\_\_ (hereinafter referred to as the “**Vendees/Transferees**”, which expression shall unless, repugnant to the context or meaning thereof, be deemed to mean and include his/her successors-in-interest, legal heirs, executors, administrators, representatives, transferees and permitted assigns) of the **SECOND PART**;

(“**Land Owner/Developer/Transferor**” shall hereinafter be referred to as the “**Vendor**”); and

(“**Vendor**” and “**Vendees**” shall herein after collectively be referred to as the “**Parties**” and individually as the “**Party**”).

**WHEREAS:**

- A)** The Land Owner/Developer/Transferor had purchased land admeasuring **24.798 Acre**(hereinafter referred to as the “**Entire Land**”),in Village Wazirpur, Tehsil & District Gurugram by way of Sale Deed bearing Vasika No. 32877 dated 05.03.2012 registered in the office of Sub Registrar Gurgaon, Haryana for development of a Group Housing Project for the allottees of the Transferor.The said Entire Land is mutated in the revenue records in the names of the Land Owner who has the absolute rights to deal with the said land, carryout development, construction, sell, transfer or lease in any manner whatsoever as may deem fit to the company.
- B)** That the Land Owner has obtained the License bearing No. 40 of 2010 dated 28<sup>th</sup>May, 2010 (“**License**”) from the Director, Town and Country Planning, Haryana, Chandigarh (“**DTCP**”) for the development of group housing colony on the Entire Land.
- C)** That the description of the Subject Land referred to above is more specifically described in **Schedule-I** hereto. The footprint of each of the components of the Said Complex stated above is demarcated in the Lay-out Plan, which is set forth herein under **Annexure-I**.
- D)** The Developer has planned to construct and allot residential units/flats/ Dwelling Units in the Said Complex as per the building plans approved by the Competent Authority vide approval No. \_\_\_\_\_ dated \_\_\_\_\_
- E)** Upon completion of the Said Complex, the Occupation Certificate has been obtained from DTCP vide Memo No. \_\_\_\_\_ dated \_\_\_\_\_ for building Towers \_\_\_\_\_ (consisting of \_\_\_\_\_ dwelling units/Dwelling Units), (consisting of \_\_\_\_\_ dwelling units/Dwelling Units),

\_\_\_\_ Convenient Shops, \_\_\_\_ parking spaces in basements and \_\_\_\_ open parking spaces in the entire Said Complex

- F)** The Vendor is fully competent and has all the necessary approvals, consents and permissions to inter alia sell all the residential Dwelling Units in the Said Complex.
- G)** The Vendee(s) demanded from the Vendor and the Vendor has allowed the Vendee to inspect all ownership records of the Said Land, the said License and the various approvals granted by the DTCP and other statutory authorities, in favour of the Vendor, Layout Plan and Building Plans along with modifications (if any) thereto envisaged during the course of completion of the Said Complex comprising AWHO and all other documents relating to the right, title and competence of the Vendor to construct, market, sell and convey the Dwelling Units in Said Complex. The Vendee has fully satisfied in all respects, with regard to the right, title, competency and interest of the Vendor in the Said Land/License and has completed its due diligence to its entire satisfaction.
- H)** The Vendee, after fully satisfying itself with respect to the right, title and interest of the Vendor in the Said Land, the approvals and sanctions for the Said Complex as well as the designs, specifications and suitability of the construction, approached the Vendor and applied for allotment of Dwelling Unit No.\_\_\_\_ on Floor-\_\_\_\_, Tower/Building-\_\_\_\_ in AWHO Shanti Vihar, Sector-95, Gurugram, Haryana, having a **Super Area of \_\_\_\_\_ square meters (\_\_\_\_\_ square feet)** or thereabout approximately, together with the exclusive right to use \_\_\_\_\_ Parking Space, which forms an indivisible part thereof and entered into the Dwelling Unit Buyer's Agreement/Booking Letter dated \_\_\_\_\_ ("**Dwelling Unit Buyer's Agreement/Booking Letter**") for purchase of the same on the terms and conditions contained therein.
- I)** The Vendee hereby acknowledges and agrees that the final super area of Dwelling Unit No.\_\_\_\_ on Floor-\_\_\_\_ Tower/Building-\_\_\_\_ ("**Said Building/Tower**") in AWHO Shanti Vihar, Sector-95, Gurugram, Haryana ("**The said Dwelling Unit**"), is \_\_\_\_\_ **Square meters (\_\_\_\_\_ square feet)** ("**Super Area**").
- J).** The Vendee agrees and acknowledges that in compliance of the directions of the DTCP, the maintenance of the Said Complex shall be undertaken by the Association (*as defined herein*), to be constituted in accordance with the Declaration, under the Apartment Ownership Act.
- K)** The Vendee hereby also assures, represents and warrants to the Vendor that it shall comply with the terms hereof, the Applicable Laws and statutory compliances with respect to the Said Dwelling Unit, and pay its maintenance and other recurring/usage charges and its common area maintenance and shall not interfere or object to any proposed balance construction to be raised thereon as per FAR and density available now or in future and relying on all the assurances, representations and warranties made herein by the Vendee, the Vendor has agreed to enter into this Deed.
- L)** The Vendor and the Vendee pursuant to the aforesaid are desirous of executing this Deed for the consideration and terms stipulated herein below.

**NOW THEREFORE THIS DEED BETWEEN THE PARTIES WITNESSETH AS UNDER:**

**1. DEFINITIONS**

In this Deed, unless repugnant or contrary to the context, the following terms shall have the following meanings assigned herein:

- (a) **“Dwelling Unit Buyer’s Agreement/ Booking Letter and Master Brochure”** shall mean the Dwelling Unit buyer’s agreement/Booking Letter dated \_\_\_\_\_ **and Application of Master Brochure dt**\_\_\_\_\_executed between the Parties.
- (b) **“Apartment Ownership Act”** shall mean the Haryana Apartment Ownership Act, 1983, the Haryana Apartment Ownership Rules, 1987 framed there under and any other rule, statutory enactment, amendment or modification thereof.
- (c) **“Applicable Laws”** means and includes 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 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 Deed or thereafter.
- (d) **“Association”** shall mean the Association of Dwelling Unit Owner of AWHO at the Said Complex, formed under the Declaration in terms of provisions of the Apartment Ownership Act.
- (e) **“Bye-Laws”** shall mean the bye-laws of the Association for the administration of the Said Complex, as provided under the Declaration in terms of provisions of the Apartment Ownership Act.
- (f) **“Parking Space”** shall mean the designated parking spaces (covered/open) exclusively assigned for parking light motorized vehicles only at the designated parking places for \_\_\_\_\_ car in the Said Complex.
- (g) **“General Common Areas and Facilities”** means such common areas and facilities within the Said Complex earmarked for common use of all the allottees/occupiers in the Said Complex, as set forth in the Declaration and under **Schedule-III** hereto.
- (h) **“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 Subject Land and/or the Said Complex.
- (i) **“Deed”** shall mean this conveyance deed, along with all its schedules and annexures attached hereto.
- (j) **“DTCP”** means the Director, Town & Country Planning, Haryana.
- (k) **“Development Agreement”** shall have meaning assigned to it under Recital D herein above.
- (l) **“EDC”** means the external development charges levied by the Government of Haryana under the Applicable Laws and in terms of the License.

- (m) “**Fit-outs**” means the fixtures, fittings, electrical devices, and other equipment, systems, furniture, partitions, temporary walls and ceilings, etc. that may be installed by the Vendee in the Said Dwelling Unit, whether fixed or otherwise, to make it suitable for use.
- (n) “**Footprint**” means the precise land under the Said Building/Tower.
- (o) “**Hazard**” means an event which by reason of its physical, chemical, reactive, toxic, flammable, explosive, corrosive, radioactive or infectious characteristics causes or is likely to cause grave danger to the health of persons in the Said Complex or to the environment in and around the Said Complex.
- (p) “**Restricted/Limited Common Areas and Facilities**” means the reserved open/covered parking spaces in the Said Complex and such common areas and facilities in the Said Complex which are required under the Apartment Ownership Act, other relevant Applicable Laws or approvals to be meant for use, enjoyment and access of certain Dwelling Unit owners in the Said Complex to the exclusion of other Dwelling Unit owners, as specifically provided for in the Declaration by the Vendor and listed in **Schedule-III** hereto.
- (q) “**Maintenance Agency**” shall have the meaning assigned to it under Clause 7.2 herein.
- (r) “**Maintenance Agreement**” shall have the meaning assigned to it under Clause 7.2 herein.
- (s) “**Maintenance Charges**” shall mean all costs, charges, fee etc. by whatever name called, including but not limited to requisite security deposit, periodic maintenance charges, sinking funds etc., payable by the Vendee to the Developer, Association or Maintenance Agency, as the case may be, for the right to use General Common Areas and Facilities and Restricted/Limited Common Areas and Facilities in the Said Complex and does not include the charges for actual consumption of utilities in the Said Dwelling Unit, which shall be charged on actual consumption basis.
- (t) “**Said Dwelling Unit**” shall mean the Residential Dwelling Unit bearing No. \_\_\_\_\_ on the \_\_\_\_\_ Floor, having carpet area (excluding balcony area) of \_\_\_\_\_ square meters (equivalent to \_\_\_\_\_ square feet), Super Built up area of \_\_\_\_\_ square meters, (equivalent to \_\_\_\_\_ square feet) in the building/tower name/No. \_\_\_\_\_ in “AWHO Shanti Vihar”, Sector-95, Gurugram, Haryana, together with the exclusive right to use \_\_ (\_\_\_) Stilt/Covered/Open Parking Space No. \_\_\_\_\_ at the Said Complex and as more specifically described in **Schedule-I** hereto, read with the specifications of the same set out in **Schedule IV** and is delineated/demarcated in the unit plan set out in **Annexure-II** hereto.
- (u) “**Said Building/Tower**” means that building/tower in the Said Complex comprising the Said Dwelling Unit bearing No. \_\_\_\_\_.
- (v) “**Said Complex**” means the complex to be developed on the Subject Land under the name and style of “AWHO” as per the building plans approved by the Competent Authority vide approval No. \_\_\_\_\_ dated \_\_\_\_\_.
- (w) “**Subject Land**” shall have the meaning assigned to it under Recital D herein.

## 2. INTERPRETATION

In this Deed, unless the context requires otherwise, the following rules of interpretation shall apply -

- (a) References to any statute or statutory provision or order or regulation made there under shall include that statute, provision, order or regulation as amended, modified, re-enacted or replaced from time to time whether before or after the date hereof;
- (b) References to person(s) shall include body corporate(s), unincorporated association(s), partnership(s) and any organization or entity having legal capacity;
- (c) References to Recitals, Clauses, Schedules or Annexures are, unless the context otherwise requires, references to recitals, clauses, schedules or annexures of this Deed;
- (d) Headings to Clauses are for information only and shall not form part of the operative provisions of this Deed and shall not be taken into consideration in its interpretation or construction;
- (e) Any reference to a document includes the document as modified from time to time and any document replacing or superseding it.
- (f) Reference to the term “herein”, “hereto”, “hereunder”, “hereof”, “hereinafter” etc. used in this Deed shall mean reference to this entire Deed and not to the particular Clause, Recital or provision in which the said term has been used, unless the context otherwise requires.
- (g) References to the words “include” or “including” shall be construed as being suffixed by the term “without limitation”.
- (h) The words ‘in writing’ or ‘written’ include any communication sent by registered letter and/or, facsimile transmission.

## 3. CONVEYANCE

3.1 In consideration of receipt of a sum of **Rs.**\_\_\_\_\_ (**Rupees** \_\_\_\_\_ **only**) paid by the Vendee to the Vendor towards cost of the Said Dwelling Unit (“**Sale Consideration**”), the Vendor does hereby sell, grant, transfer, convey, alienate and assign the Said Dwelling Unit [i.e. the residential Dwelling Unit No. \_\_\_\_\_ on Floor-\_\_\_\_\_, Tower/Building-\_\_\_\_\_, admeasuring approximately \_\_\_\_\_square meters (\_\_\_\_\_square feet) Super Area] in the project “**AWHO Shanti Vihar**” in Sector-95, Gurugram, Haryana) along with the exclusive right to use \_\_\_\_\_Parking Spaces, more specifically described in **Schedule-I** hereto, along with all rights, title, benefits, undivided interests, easements and appurtenances thereto, unto the Vendee, absolutely and forever, subject to adherence of terms and conditions as stated in this Deed, in the Dwelling Unit Buyer’s Agreement as well as the terms, conditions, stipulations and restrictions contained in the Declaration.

3.2 The Vendee agrees that the Parking Space allotted to the Vendee by the Vendor shall not be treated as any independent property nor shall it be alienated independently of the Said Dwelling Unit. The Vendee further agrees that said Parking Space shall form part of the Said

Dwelling Unit as per the Declaration filed under Apartment Ownership Act and further amendments thereto.

3.3 The Lay-out Plan of the Said Complex is annexed herewith as **Annexure-I**. The Floor Plan and Unit Plan of the Said Dwelling Unit is annexed herewith as **Annexure-II**.

#### 4. CONSIDERATION & CHARGES

4.1 The Vendor hereby confirms and acknowledges the receipt of the total Sale Consideration of **.Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only)** in respect of the Said Dwelling Unit, paid by the Vendee to the Vendor

4.2 It is further clarified by the Vendor and agreed by the Vendee that the total Sale Consideration payable for the Said Dwelling Unit is calculated on the basis of its Super Area as defined in **Schedule-II**. It is further made clear to the Vendee that the Vendee shall be entitled to the ownership rights and rights of usage only as specified below:

- (i) The Vendee shall have ownership of the Said Dwelling Unit consisting of the specific area only. The specific area is included in the computation of Super Area as set forth in **Schedule-II** hereto.
- (ii) The Vendee shall have undivided proportionate interest and joint and non-exclusive right to use the General Common Areas and Facilities and Restricted/Limited Common Areas and Facilities within/outside the Said Building/Tower, as set forth in **Schedule-III** hereto, and shall always be subject to timely payment of the Maintenance Charges to the Association/Maintenance Agency. The said use of the common areas and facilities by the Vendee shall be governed as per the Apartment Ownership Act.
- (iii) The Vendee shall use the common areas and facilities listed in **Schedule-III** harmoniously along with other occupants, users, maintenance staff etc. in the Said Complex, without causing any inconvenience or hindrance to them. The Vendee shall not be entitled to claim partition of its share in the Subject Land or the said common areas and facilities and the same shall always remain undivided and impartible. This clause shall survive the conveyance of the Said Dwelling Unit and all subsequent conveyance/title transfer fees.
- (iv) The Vendee shall have the ownership of undivided proportionate share in the Footprint of land underneath the basements of the Said Building/Tower only, except any parking spaces, basements or any of the free FAR areas not included in the computation of the Super Area under this Deed and the ownership of such areas shall continue to vest with the Vendor i.e. the Vendor has made clear to the Vendee that the Vendee shall have no right, title and interest in the parking spaces and other spaces in the basements or on the surface of the Said Building/Tower which have not been allotted/sold/reserved by the Vendor to the Vendee and which shall be dealt with by the Vendor at its own discretion as it shall remain the absolute property of the Vendor till it is sold or conveyed in any manner. The Vendee shall not raise any claim against such unreserved parking spaces in the Said Complex nor shall the Vendee attempt to use or park its vehicles in such parking spaces. It is made abundantly clear and agreed by the Vendee that no other land(s)/basements/parking spaces is/are forming part of this Deed.

- (v) The Vendor acknowledges that till date it has only shared the electricity establishment cost in accordance with the current electricity rules and requirements of the Said Complex with the Vendee. However, in the event that additional infrastructure may be required in future to meet the future demands/requirements of the Said Complex or for complying with the requirements of the electricity department/distribution or supply of energy, then the Vendee acknowledges and agrees to pay any such additional proportionate share in the installation of the electricity establishment cost, as may be applicable.
- 4.3 The Vendor has made it specifically clear to the Vendee and after satisfying himself/herself, the Vendee has understood that the right to any future additions, construction and developments, running and operation of the common amenities and facilities, convenience/commercial store, school site(s) or any other conveniences as well as recovery of payments towards maintenance, electricity, piped gas supply charges or charges of any kind by the Vendor from the Vendee in any manner is not included in the Sale Consideration of the Said Dwelling Unit.
- 4.4 The Vendees confirms and undertakes that the Vendees shall be liable to pay all applicable government rates, taxes including value added tax, state sales tax, central sales tax, works contract tax, service tax, one-time building tax, luxury tax, building and other construction workers welfare fund and education cess, tax on land, municipal tax, property tax, wealth tax, taxes, fees or levies of all and any kind by whatever name called, whether paid or payable by the Vendor and/or its contractors (including Vendor's subcontractors) and/or levied or liable now or in future by the government, municipal authority or any other governmental authority on the Said Dwelling Unit/Subject Land, as the case may be, as assessable or applicable from the date of application. The Vendee further agrees that if the Said Dwelling Unit is assessed separately, then it shall pay the same on pro-rata basis as determined and demanded by the Vendor, which shall be final and binding on the Vendees. If so required under Applicable Laws, the Vendees shall pay any such amounts directly to the Competent Authority on such demand being raised by the said authority.
- 4.5 If any balance/enhanced/revised charges for EDC/IDC or by whatever name called is levied with retrospective effect, including any interest thereon, by the DTCP after the execution of this Deed in respect of the Said Dwelling Unit, the Vendee agrees and undertakes to pay such balance/enhanced/revised charges on demand to the Vendor directly or through the Association, as the case may be, on proportionate basis in accordance with the value set out in the Declaration or as may be determined by the Association. The Vendee shall always be responsible and liable for the payment (either directly or through the Association) of its pro-rata share of any enhanced EDC/IDC, municipal taxes, property taxes, VAT, WCT, GST, Service Tax, LabourCess with any interest and/or penalty thereupon, any other third party/statutory taxes and/or any other demands raised by the Government of Haryana with a view to recover cost of development with regard to sector roads, state/national highways, transport, irrigation facilities, environment conservation schemes, welfare or special project/scheme etc. or in the nature of infrastructure charges and/or by whatever name called. This clause shall survive the conveyance of the Said Dwelling Unit.
- 4.6 The Vendee confirms that the Vendor shall have the first charge on the Said Dwelling Unit in respect of any amount outstanding and payable by the Vendee towards any additional EDC, IDC, taxes, demands, assessments etc., as mentioned hereinabove. The Vendee confirms that any amount payable by it shall be treated as unpaid Sale Consideration and the Vendor shall have the first charge on the Said Dwelling Unit for recovery of the same.

## **5. THE DWELLING UNIT**

- 5.1 Except for the Said Dwelling Unit herein agreed to be sold and the necessary easement rights pertaining thereto, all the residuary rights in the Said Building/Tower shall continue to vest in the Vendor till such time as the same are not allotted, sold or transferred to any particular person/firm/company/Association or handed over to any Municipal or Government Authorities as may be required, by the Vendor.
- 5.2 Except for the terraces, if any, that may be specifically and exclusively reserved for the use of the Said Dwelling Unit, the Vendor alone shall have the absolute title and the sole right to use to the terraces of the various structures/towers/buildings comprised in the Said Complex and the area of such terraces has not been included in the Superbuiltup Area of the Said Dwelling Unit. The Vendor shall have sole right to give on lease or hire any part thereof for any purpose whatsoever including installation and operation of antenna, satellite dishes, communication towers, other communication equipment or to use/hire/lease the same for the purpose of advertisement spaces or otherwise and the Vendee shall not have any right to object to or prevent the same.
- 5.3 The Vendee shall be entitled to get the Said Dwelling Unit transferred and mutated in its own name as owner in the revenue records or of any other concerned authority on the basis of this Deed or its true copy without any further act or consent of the Vendor.
- 5.4 It is agreed that at present the fire safety measures in the common areas of the Said Building /Tower have been provided wherever required as per the existing fire safety code /regulations and charges thereof are included in the Sale Consideration of the Said Dwelling Unit. If, however, due to any subsequent legislation(s), Government Regulation, Order or Directive, the Vendor is required to undertake/install any further fire safety measures, the additional cost in respect thereof shall also be payable on demand, by the Vendee to the Vendor, in proportion to the Super Area of the Said Dwelling Unit. The Vendee shall ensure that fire safety equipment shall be kept functional and subsistent always within the Said Dwelling Unit and as part of the Association, in all General Common Areas and Facilities and Restricted/Limited Common Areas and Facilities and the Said Dwelling Unit.
- 5.5 The Vendor has taken all due precautions and has provided adequate safety measures so as to make the Said Complex resistant as well as safe in the event of any unexpected natural calamity or on account of occurrence of any mishap like fire, etc. in the Said Complex. The Vendee has satisfied itself/himself/herself about the precautions and measures adopted by the Vendor and agrees to maintain these adequately and forever and in the event of any such calamity or mishap contemplated above, the Vendor shall not be held responsible or liable in any manner.
- 5.6 No liability of any kind or any nature whatsoever is created on the Vendor for any thefts, mishaps resulting at the hands of any miscreants in relation to the Said Dwelling Unit/Said Complex.

## **6 HANDOVER OF DWELLING UNIT AND CONSTRUCTION AT THE PROJECT**

- 6.1 The Vendee acknowledges that the Vendor has readily provided complete information and clarifications as required by the Vendee, however the Vendee has ultimately relied upon its own independent investigations and judgment in purchasing the Said Dwelling Unit (*as defined hereinafter*). Save and except as specifically represented herein or in the Dwelling Unit Buyer's Agreement (*as defined hereinafter*), the Vendee's decision to purchase the Said Dwelling Unit is not influenced by any architect's plans, sales plans, brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever,

including, but not limited to, any representations, whether written or oral, made by the Vendor or its selling agents/brokers, or otherwise. The Vendor hereby disclaims to have made any representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, except those mentioned in this Conveyance Deed. No oral or written representations or statements shall be considered to be part of this Conveyance Deed and this Conveyance Deed is self-contained and complete in itself in all respects.

- 6.2 The Vendees agrees that it shall not claim any compensation or withhold the payment of any charges on the ground that any part of the infrastructure required for the Said Complex is not yet complete, or on any other ground whatsoever.
- 6.3 The Vendees shall have no right, title or interest of any kind in the land and building(s) reserved for future **development** by the Vendor. Further, the Vendee shall not have any claim or right to interfere in any manner with the booking, allotment, sale, management or resale of any EWS units, commercial units or developments, convenient shops, club/community building, nursery school or any other construction as is required/permissible by the DTCP under the License or in the operation and management of shop(s), commercial premises, lawns, or community facilities/amenities in the Said Complex, which have not been included in the computation of Super Area for the purposes of the Said Dwelling Unit.
- 6.4 The Vendor shall have the right to make additional construction anywhere in the Said Complex, including in any unutilized FAR due to revised FAR and density norms to the extent permissible by Applicable Laws, the Government of Haryana or DTCP. The Vendee shall not raise any objection whatsoever in this regard and the Vendor shall have the absolute right to transfer such additional construction in any manner whatsoever as the Vendor may in its sole discretion deem fit. It is agreed that in such a situation or with a view to complying with the provisions of the Apartment Act, the proportionate share of the Vendee in the General Common Areas and Facilities, the Restricted/Limited Common Areas and Facilities and in the Footprint of the Said Building/Tower shall stand varied accordingly, without any claims from the Vendee. The Vendor shall be entitled to connect the electric, water, sanitary, power backup and drainage fittings on the additional structure(s)/storey(s) with the existing facilities/installations in the Said Complex without any hindrance from the Vendee. The Vendee shall not have any right to object to the Vendor constructing or continuing with the construction of any other building(s)/structures in the Said Complex or putting up additional floors to any of the existing towers/buildings in the Said Complex or undertaking modification of any unsold Dwelling Unit/units/areas therein. This clause shall survive the conveyance of the Said Dwelling Unit.
- 6.5 The Vendee shall have no objection to the Vendor making any alterations, additions, improvements or repairs whether structural or non-structural, interior or exterior, ordinary or extraordinary in relation to any unsold premises within the Said Complex or the external façade and the Vendee agrees not to raise objection or make any claim on this account.

## **7 HANDOVER OF POSSESSION OF THE SAID DWELLING UNIT**

- 7.1 The Vendor has handed over the vacant, physical and peaceful possession of the Said Dwelling Unit to the Vendee. The Vendee has taken the possession of the Said Dwelling Unit after having inspected and fully satisfied itself about all items of work, quality of workmanship, materials, specifications, fittings and fixtures used and/or provided therein and all other services rendered or to be rendered as set forth in **Schedule-IV** hereto. The Vendee assures the Vendor that it shall not raise any objection or make any claim against the Vendor in respect of any item of work which may be alleged to have been or not have been carried out or completed or for any other reason whatsoever and such claim or objection, if any, shall be deemed to have been waived off by the Vendee.

## **8 REPRESENTATIONS, COVENANTS AND OBLIGATIONS OF THE VENDEE**

- 8.1 The Vendees agrees and undertakes that the Said Complex shall always be known as “AWHO Shanti Vihar” and the said name shall never be changed, either by the Vendee and/or jointly by the Vendee and other owners through the Association in the Said Complex.
- 8.2 The Vendee in its individual capacity and as the prospective member of the Association in Said Complex, hereby confirms and agrees that subject to Section 22 of the Apartment Act, in the event of redevelopment of the Subject Land at any time in future on account of any reason(s) whatsoever, the Vendor shall be offered the right of first refusal for carrying out such redevelopment on the Subject Land. This clause shall survive the conveyance of the Said Dwelling Unit.
- 8.3 The Vendee agrees and undertakes to abide by all the conditions, restrictions and other stipulations imposed in respect of the Said Complex by virtue of the License granted to the Vendor for the Said Complex and shall also abide by the applicable Zoning Plans, Building Plans, all Applicable Laws, bye-laws, rules, regulations, policies, conditions of the Central or State Government, the local statutory bodies applicable to the Said Dwelling Unit/ Said Complex, and shall be responsible/liable for all defaults, violations or breaches of any of the conditions of approvals and/or rules and regulations as may be applicable always. The Vendee also agrees to abide by the provisions of the Apartment Ownership Act and any statutory amendments or modifications thereof or any rules and regulations made thereunder from time to time and shall keep indemnified the Vendor and its employees for any liabilities or penalties resulting from such violations. This clause shall survive the conveyance of the Said Dwelling Unit.
- 8.4 The Vendee shall not use the Said Dwelling Unit or permit the same to be used for any non-residential purpose and shall not conform use of the same for any purpose which may or is likely to cause nuisance or annoyance to the purchasers/occupiers of other Dwelling Units in the Said Complex or for any illegal or immoral purposes and shall not do or suffer anything to be done in or about the Said Dwelling Unit which may tend to cause damage to any flooring or ceiling of any floor below, above or in any manner interfere with the use thereof or of space, passages or amenities available for common use in the Said Building/Tower and Said Complex.
- 8.5 The Vendee shall not use the Said Dwelling Unit so as to cause blockade or hindrance to any common passages, veranda or terraces. No common parts of the Said Complex will be used by the Vendee for keeping/chaining pets/animals/birds or storage of cycles, motorcycles, waste/ refuse, wrong/unauthorized parking of vehicles nor the common passage shall be blocked in any manner whatsoever by the Vendee.
- 8.6 The Vendee shall not be allowed to do any activity which may be objected to or by the other occupants/ owners in the Said Complex such as playing of high volume music, usage of loudspeakers, dumping of garbage or any activity which spoils the decorum or decency or beauty of the Said Complex including defacing of common walls, lifts or throwing or dumping of refuse/ garbage which could be subject to fine or penalties as per prevailing Bye-Laws/rules in the Said Complex.
- 8.7 The Vendee undertakes and agrees that any violation of the following shall entitle the Vendor or the Association to enter into the Said Dwelling Unit, wherever necessary, and reverse such violation at the cost of the Vendee:

- (i) The Vendee shall not cover or construct on the balcony(ies) and shall only use the same as open balcony(ies) and in no other manner whatsoever.
- (ii) The Vendee shall not under any circumstances whatsoever, do, allow or permit any remodeling, alteration, variation, change or build upon the look, color, design, texture, fixtures, materials or any combination thereof comprising the exterior or facade of the Said Building/Tower or the Said Dwelling Unit.
- (iii) The Vendee shall not under any circumstances do or allow any alteration/ modification/ change to the structure or layout within the Said Dwelling Unit, save and except with the prior permission of the Association /Vendor in writing.

This clause shall survive the conveyance of the said Dwelling Unit.

- 8.8 The Vendee acknowledges that water pipelines/drains/electric lines provided originally for a specific purpose shall not be tampered with/ disturbed without the prior written approval of the Association. Further, all lights/power points in the Said Dwelling Unit shall conform to the permitted/sanctioned electric load. The Vendee shall not put away any personal belonging including flower pots, cots, furniture items boxes, dustbins, and other personal use item etc. in the General Common Areas and Facilities or in the Restricted/Limited Common Areas and Facilities, and specifically the flower pots shall not be placed on parapets/ledges. The Vendee shall not place or cause to be placed in the lobbies, vestibules, stairways, elevators and other areas or facilities of a similar nature, both common and restricted, any furniture, packages or objects of any kind. Such areas shall be used for no other purpose than for normal transit through them. This clause shall survive the conveyance of the Said Dwelling Unit.
- 8.9 The Vendee shall not put up any name plate, sign board, neon sign, publicity or advertisement material, hanging and/or drying of clothes, notice board etc. in the common areas and facilities listed under Schedule-III hereto or at the external façade of the buildings or anywhere on the exterior on the same in the Said Complex and shall not change the color scheme of the outer walls or painting of the exterior side of the doors and windows including fixing of colored films etc. or carry out any change in the exterior elevation or design in the Said Complex, with a view to maintain uniform aesthetics. The Vendee shall be entitled to display his/her name plate only at the proper place provided for the Said Dwelling Unit and in the manner approved by the duly appointed Maintenance Agency/Association. Further, circulating/displaying letters on the notice board or otherwise shall be done with prior approval of the Association and after giving proper representation to the same.
- 8.10 The Vendee shall not keep any hazardous, explosive, inflammable chemicals/ material etc. which may cause damage to the Said Building/Tower, Said Dwelling Unit or any other property in the Said Complex. The Vendee shall always keep the Vendor harmless and indemnified for any loss and damage in respect thereof.
- 8.11 The Vendee agrees and confirms that he/she shall be solely responsible to maintain the Said Dwelling Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Said Building/Tower or the Said Dwelling Unit or the staircases, lifts, common passages, corridors, circulation areas or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Said Dwelling Unit and keep the Said Dwelling Unit, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belongings thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Said

Building/Tower, is not in any way damaged or jeopardized. The Vendee shall also not remove any wall, including load-bearing wall of the Said Dwelling Unit. The walls shall always remain common between the Said Dwelling Unit and the unit/Dwelling Unit of other allottees of adjacent unit/Dwelling Unit.

- 8.12 The Vendee shall be under an obligation to execute all such agreements as may be necessary, to stay in the Said Complex as per the various directions and acts of Government departments from time to time.

## **9 FORMATION OF ASSOCIATION AND MAINTENANCE OF THE SAID COMPLEX**

- 9.1 As per the provisions of the Apartment Ownership Act, the Vendor will form the Association in the Said Complex for the purposes of maintenance, repair, management and administration of the Said Complex. The Vendee, along with other Dwelling Unit owners in the Said Complex, shall join in forming the Association and registering the same with the Competent Authority, as may be required. The Vendee shall also from time to time, be required by the Vendor or the Association, to sign and execute the application for membership and other papers, instruments and documents in this regard and return the same to the Vendor or Association within 15 (fifteen) days from the same being forwarded to the Vendee. On the formation of Association, rights of the Vendee to the General Common Areas and Facilities and Restricted/Limited Common Areas and Facilities in the Said Complex shall be regulated by the Bye-Laws and other rules and regulations so formulated by the Association.

- 9.2 For the purposes of carrying out such maintenance services at the Said Complex, the allottees shall incorporate a maintenance Society under such laws as are prevalent in the state as a maintenance Agency (“**Maintenance Agency**”). If so required, the Vendor/Association may require the Vendee to enter into a separate maintenance agreement in the format provided to him, by the Vendor/Association, which shall clearly specify the scope, terms and conditions for provisions of the maintenance services in the Said Complex. The Vendee agrees to comply with provisions of the Maintenance Agreement that may be entered into by him/her with the Maintenance Association and further comply with all rules, regulations, directions etc. framed by Maintenance Association and/or under the Applicable Laws with regard to provision of maintenance services in the Said Complex.

- 9.3 The Vendee hereby accepts that the provision of such maintenance services and use and access to the General Common Areas and Facilities and Restricted/Limited Common Areas and Facilities in the Said Complex shall at all times be subject to payment of all costs, charges, fee etc. by whatever name called, including but not limited to requisite security deposit, periodic maintenance charges, sinking funds etc. (“**Maintenance Charges**”) to the Association, and performance of all conditions, covenants, obligations and responsibilities of the Vendee under the Bye-Laws and the Maintenance Agreement, if so executed by the Vendee. The rates of Maintenance Charges and service charges shall be fixed by the Vendor/Association, as the case may be, keeping the prices of commodities, services, wages, official levies, fees(s), taxes, water and electricity charges etc. prevalent at that point of time. The rates shall be subject to periodic revisions in line with the increase in the prices of commodities etc. as aforementioned.

- 9.4 It has been specifically agreed by the Vendee that the Association may as permitted under the Applicable Laws grant on lease, license or franchise any space at the common areas and facilities in the Said Complex for advertisements, display hoardings, poster and signage spaces, including at corridors, passages, front elevation, lobbies, balconies and other common areas, terrace, in and around the outer facade of the Said Complex and receive rents, profits and other revenue generated there from; without any objection or claim by the Vendees or any

other owner(s)/occupant(s) of the Said Complex. Further, the Association may carry out promotional/re-creational activities in the common areas and facilities within the Said Complex or outside and around the same, provided such activities do not cause any disturbance to any occupant of the Said Complex

- 9.5 The Vendee agrees and undertakes that to ensure uniformity and non-interference with structures, ducting, internal cabling etc. and for general safety, security as well as larger interest of the Said Complex, the Maintenance Association shall designate, regulate and approve the entry of service providers such as telephone, cable, satellite T.V/Radio, internet, Wi-Fi, wi-max, IP/IT services, general utility services or any other type of services in the Said Complex and the units/Dwelling Units thereto. The Association shall take prior written approval of the Vendor before laying and/or connecting upon any type of pipes, wires, cables, antenna(s) through common areas and facilities and/or the areas or facilities owned by the Vendor nor any electrical, water, battery or generator-run connection shall be installed without written approval of the Vendor. In case such approval is not taken, the Vendor shall be entitled to remove such connections without any compensation or claim and at the cost of the Vendee and shall remain indemnified for change of any power points, service points etc. if the same is not brought to its notice.
- 9.6 The Vendee shall permit the representatives of the Vendor and its surveyors/agents/workmen at all reasonable times, to enter into and upon the Said Dwelling Unit or any part thereof to view and examine the state and conditions thereof and to make good all defects, decays and repairs in this behalf and also for repairing of any part of the Said Complex and for the purpose of repairing, maintaining, rebuilding, cleaning, structural strengthening, lighting and keeping in order all services, drains, pipes, cables, water courses, gutters, wires, parts, structures of other convenience belonging to other occupants or serving or used for the Said Complex and also for the purpose of laying, maintaining, repairing and restoring drainage and water pipes and electric wires and cables and for similar purposes. In case Vendee has failed to effect repairs despite dispatch of reasonable notice, the Vendor and/or Maintenance Agency will be constrained to forcible entry to effect repairs at its cost; in that event such cost shall be recovered from the Vendee. However in case of emergency situations like fire, short circuits, gas and/or other leakages on the floor above or below, foul smells emanating due to non-use etc., the Vendee authorizes the Vendor/Maintenance Association to break open the doors/windows of and enter into the Said Dwelling Unit to prevent any damage/loss/inconvenience to the other units/Dwelling Unit(s)/Said Complex or for maintaining smooth services to other units/Dwelling Unit owners in the Said Complex.
- 9.7 As and when any plant and machinery within the Said Complex or Said Building/Tower, including but not limited to lifts, DG sets, electric sub-station, pumps, firefighting equipment or any other equipment of capital nature etc. require replacement, up-gradation, addition etc., the cost thereof shall be contributed by the Vendee in proportion to the Super Area of the Said Dwelling Unit as compared to the total super area of all the units/Dwelling Units in the Said Building/Tower or the Said Complex, as the case may be. The Vendor/Maintenance Association shall have the sole authority to decide the necessity of such replacement, up-gradation, addition etc., including its timing or cost thereof. Further, if any additional services, facilities or equipment are required to be put as a whole in the Said Complex due to new discoveries, innovations, technology up-gradations etc., then the same shall be done as approved by a majority decision of the Dwelling Unit owners in the Said Complex and shall be contributed by everyone on pro-rata basis, irrespective of individual needs or utilization.
- 9.8 If there is any dispute for payment of any charges, whatsoever including but not limited to Maintenance Charges, water charges, piped gas charges, electricity charges, power back up charges, interest and penalty charges on delayed payment etc., the Vendee will first pay the

disputed amount and then apply for refund. Upon such request from the Vendee, the Maintenance Association will look into Vendee's submissions and give valid reason for recovery/ appropriation of the said charges or refund the amount, if it has been wrongly claimed.

- 9.9 The Maintenance Association shall have the right to insure and keep insured the structure of the Said Building/Tower against such risks as the Maintenance Association may deem necessary and the insurance premium shall be payable separately by the Vendee in proportion to the Super Area of the Said Dwelling Unit. The contents, fixtures and fittings installed in the Said Dwelling Unit shall, however, be insured by the Vendee at its own cost.
- 9.10 The Vendee acknowledges and confirms that the infrastructure facilities provided by the Government or other statutory authorities are beyond the control of the Vendor and the Vendee shall not have a right to raise any claim or dispute against the Vendor in respect of such facilities.

## **10 TRANSFER BY THE BUYER**

- 10.1 On and from the date of execution and registration of this Deed, the Vendee may transfer by way of sale, gift, mortgage, charge, lien, lease, license, exchange or by any other mode whatsoever the Said Dwelling Unit in favour of any third party subject to the rule of AWHO/Vendor and Maintenance Association. Any such arrangement/agreement entered into by the Vendee shall be at his/her sole cost, expense, liability, risk and consequences.
- 10.2 However, before concluding any sale or transfer of ownership of the Said Dwelling Unit, the Vendee shall be required to:
- (i) Pay all outstanding dues of Maintenance Charges and other charges as may be notified by the Association at that time; and
  - (ii) Obtain a 'no dues certificate' from the AWHO and Association in this regard.
- 10.3 In the event of the Vendee obtaining any financial assistance and/or housing loan from any bank/financial institution with regard to the Said Dwelling Unit, the Vendor shall in no event be responsible or assume any liability and/or responsibility for any such loan and/or financial assistance which the Vendee may obtain from such bank/ financial institution.
- 10.4 The Vendee shall intimate and get registered with the Association all tenants of the Said Dwelling Unit and all such tenants may be subjected to police verification by the Association.
- 10.5 The Vendee as well as subsequent transferees of Vendee shall observe and perform all the terms and conditions of the booking/allotment, Declaration, Dwelling Unit Buyer's Agreement and this Deed to keep the Vendor and its agents and representatives, estates and effects indemnified and harmless against the said payments and observance and performance of the said terms and conditions and also against any loss and damages that the Vendor may suffer as a result of non-payment, non-observance or non-performance of the same by the Vendee/ subsequent transferees of the Vendee.

## **11 STAMP DUTY**

That all costs of stamp duty, registration fee and other miscellaneous/incidental expenses on the execution and registration of this Deed have been borne and paid by the Vendee and the

Vendee agrees to pay any demand /deficiency of stamp duty, fee etc. made by the relevant government authority, in future.

## **12 SEVERABILITY**

If any of the provisions of this Deed shall be determined to be void or unenforceable under Applicable Laws, such provisions shall be deemed to be amended or deleted in so far as reasonably inconsistent with the purpose of this Deed and to the extent necessary to conform to Applicable Laws and the remaining provisions of this Deed shall remain valid and enforceable in accordance with their terms. If any such prohibition or unenforceability substantially affects or alters the terms and conditions of this Deed, then the Parties shall negotiate in good faith to amend and modify the provisions and terms of this Deed as may be necessary or desirable in the circumstances to achieve, as closely as possible, the same terms, covenants and conditions as were there in this Deed, prior to such prohibition or unenforceability.

## **13 WAIVER**

The failure of any non-defaulting Party to enforce, in any one or more instances, performance of any of the terms, covenants or conditions of this Deed shall not be construed as a waiver or a relinquishment of any right or claim granted or arising hereunder or of the future performance of any such term, covenant, or condition, and such failure shall in no way affect the validity of this Deed or the rights and obligations of the non-defaulting Party. The Parties acknowledge that a waiver of any term or provision hereof can only be given by a written notice issued on that particular occasion by the non-defaulting Party to the Party in default.

## **14 VENDEE UNDERTAKING**

- 14.1 The Vendee agrees and undertakes that it shall continue to remain bound by such terms and conditions of the Declaration and the Dwelling Unit Buyer's Agreement with regard to the Said Dwelling Unit and the same shall survive this conveyance within the meaning of Section 31 of the Transfer of Property Act, 1882.
- 14.2 It is agreed by the Parties that the Said Complex has been developed on the Subject Land, which is part of the Entire Land admeasuring approximately 24.53 acres, for which a License bearing No. 10 of 2010 was granted by the DTCP. On the remaining lands admeasuring 0.268 acres ("**Other Lands**"), used as buffer land.
- 14.3 The Vendee further confirms having sought detailed explanations and clarifications from the Vendor and that the Vendor has readily provided such explanations and clarifications and after giving careful consideration to all facts, terms, conditions and representations made by the Vendor, the Vendee herein has signed this Deed and has paid the money(ies) hereunder being fully conscious of his liabilities and obligations.

## **15 VENDOR UNDERTAKING**

The Vendor assures the Vendee that the Said Dwelling Unit is free from all encumbrances such as sale, gift, mortgage, disputes, attachment, lien, claims etc., and there is no legal impediment or restraint of any nature whatsoever for the transfer of the Said Dwelling Unit to the Vendee.

**IN WITNESS WHEREOF** the Parties have executed this Deed on the day, month and year first written above.

**Witnesses:**

1.

**(VENDOR)**

2.

**(VENDEE)**

**SCHEDULE-I**

**DESCRIPTION OF THE SAID DWELLING UNIT AND SUBJECT LAND**

**Description of the Subject Land:**

Subject Land ad-measuring : 24.798 Acres

Revenue Particulars : Village Wazirpur ,Sector 95 Gurugram

**Description of the Said Dwelling Unit:**

The residential **Dwelling Unit No.** \_\_\_\_\_ on \_\_\_\_\_ Floor, admeasuring approx. \_\_\_\_\_ square meters ( \_\_\_\_\_ square feet) **Super Area** which includes approx. \_\_\_\_\_ square meters ( \_\_\_\_\_ square feet) (excluding balcony area) **Carpet Area** in the Tower- \_\_\_\_\_ in “**AWHO Shanti Vihar**” situated in Sector-95, Gurugram, together with the exclusive right to use \_\_\_ (\_\_\_) Stilt/Covered/Open Parking Space No. \_\_\_\_\_ along with proportionate, undivided, impartible share only in the land underneath the Said Building/Tower in which the Said Dwelling Unit is located, together with proportionate rights in such common areas and facilities including all ways, paths, passages, lifts, staircases, lobbies, easements, and appurtenances whatsoever calculated and included in Super Area of the Said Dwelling Unit.

## SCHEDULE –II

### SUPER AREA OF THE SAID DWELLING UNIT

Super Area for the purpose of calculating the Sale Consideration in respect of the Said Dwelling Unit shall be the sum of the Dwelling Unit Area of the Said Dwelling Unit, its pro-rata share of Restricted/Limited Common Areas and Facilities in the Said Building/Tower .

“**Dwelling Unit Area**” of the Said Dwelling Unit shall mean entire area enclosed by its periphery walls including area under walls, columns, balconies: deck, cupboard and lofts etc. and half the area of common walls with other premises/Dwelling Units, which form integral part of Said Dwelling Unit; and

Super Area of the Said Dwelling Unit provided with exclusive open terrace(s) shall not include area of such terrace(s), which shall be charged separately. The Vendee however, shall not be permitted to cover such terrace(s) and shall use the same as open terrace only and in no other manner whatsoever. It is specifically made clear that the computation of Super Area of the Said Dwelling Unit does not include the following:-

- a) Sites for commercial space/shop(s).
- b) Sites/ Buildings/ Area of amenities, dwelling units for Economically Weaker Sections (“**EWS**”).
- c) Roof/top terrace above the Dwelling Units excluding exclusive terraces allotted to the Dwelling Units .
- d) Covered/open parking space area within/around the buildings in the Said Complex for allottees/visitors. It is further clarified that the Super Area mentioned in this Deed is tentative and for the purpose of computing Sale Consideration in respect of Said Dwelling Unit only and that the inclusion of Common Areas within Said Building/Tower for the purpose of calculating Super Area does not give any right, title or interest in the Common Areas to the Vendee, except the joint and non-exclusive right to use the Common Areas by sharing with other occupants/allottees in the Said Building/Tower or in Said Complex, subject to timely payment of maintenance charges by the Vendee.

**SCHEDULE –III**

**RESIDENTIAL COMPLEX—AWHO SHANTI VIHAR**

**COMMON AREAS AND FACILITIES**

The areas which are retained by the Vendor on various floors including Ground floor and all other floors are clearly demarcated and are absolute property of the Vendor/Association . The list of Common Areas and Facilities is as under:-

**A. General Common Areas and Facilities for the Said Complex, excluding EWS:**

i)	Electric Sub-station/ transformers/ electric panels Room.
ii)	D.G. room/ D.G. Sets
iii)	Electrical Panel Rooms & equipment
iv)	Underground Domestic & Fire water tanks .
v)	Swimming Pool & Balancing Tank.
vi)	Pumps room.
vii)	Maintenance/ Service rooms/ FTTH room/ Services
viii)	Lawn & Play areas including equipment, lighting & services etc.
ix)	Gate & Guard rooms
x)	Fire Hydrants & Fire Brigade inlet etc.
xi)	Fire Control Room, Driver's Toilet
xii)	Stilt Areas
xiii)	Non Tower Stairs
xiv)	Steel Fire Stairs
xv)	Fire Stairs, Ramps
xvi)	Basement& Basement Ramp

**NOTE:** The abovementioned list constitutes the General/Common Area and Facilities for the entire Said Complex, except the allottees/vendees of the EWS Block, Shops and Nursery School, provided, however, the allottees/vendees of the EWS Block and Shops shall have benefit of electric supply through the above stated Electric Sub-station and panels rooms, domestic and flushing water through the above stated underground water tanks, Sewage Treatment Plant, etc.

**B. Restricted/Limited Common Areas and Facilities, for Dwelling Units (except the EWS Block):**

- (i) The Restricted/Limited Common Areas and Facilities that are specific and common to each building in the Said Complex (except EWS Block) shall be limited to use by the owners/ vendees of the Dwelling Units of the said building and are listed hereunder in **Table – A**.
- (ii) Further, the Restricted/Limited Common Areas and Facilities that are specific and common to all the Dwelling Units on each floor of a building shall be as listed in **Table – B** below.

**Table – A**

i)	Entrance Lobby, Circulation area
ii)	Staircases, Mumty, Common walls & stilts
iii)	Lifts & Lift shafts
iv)	Lift Machine rooms
v)	Lift lobbies including lighting & fire-fighting equipment thereof.
vi)	Common passages/ corridors including lighting & fire-fighting equipment thereof.
vii)	Service Shafts & Elevation features
viii)	Overhead Water tanks
ix)	Electrical, Plumbing, fire-fighting shafts & equipment thereof.
x)	Service/ Maintenance areas.

**Table – B**

i)	Lifts and Shafts
ii)	Lift lobby Area
iii)	Fire hooters/ MCP for fire
iv)	Lifts lobbies including lighting and fire-fighting equipment thereof
v)	Common passages/ corridors including lighting and fire-fighting equipment thereof
vi)	Portable fire extinguishers
vii)	Electrical or LV shaft/Room

**NOTE:**

1. The Declaration for the purposes of the Said Complex has been filed under the provisions of the Apartment Ownership Act. Since the Vendor has applied for a separate and exclusive electricity line for supply of electricity to the Subject Land with the concerned authorities, the Vendor hereby reserves the right to file an Amendment to the Declaration or a Supplementary Declaration, as required, for the said purpose, in case the Vendor's application is approved by the concerned authorities and the owners/vendees of the Dwelling Units, along with the Association shall not object to any such rights of the Vendor under the Declaration, the Dwelling Unit Buyer's Agreement or this Deed. For the avoidance of any doubt, the unsold Dwelling Unit covered or open parking areas, EWS Dwelling Units and any other such premises do not form a part of the General Common Areas and Facilities.

**SCHEDULE-IV**  
**SPECIFICATIONS**

<b>FLOORING</b>	Marble/ Vitrified Tiles flooring in Living, Dining & lobby; Wooden/ Vitrified Tiles Flooring in Bedrooms; Ceramic Tiles in Kitchen, Utility & Toilets. Staircase & Landings to be in Kota/ Green Marble Flooring. Balconies will be in Anti-skid Ceramic /Vetrified Flooring.
<b>DADO</b>	Glazed tiles of required height in Toilets & 600mm height above Kitchen Counter Slab in appropriate colour & paint.
<b>EXTERIOR</b>	Appropriate finish of Texture Paint of exterior grade water proof paint.
<b>RAILINGS</b>	All railings will be in MS as per design of the Architect.
<b>KITCHEN</b>	All Kitchen Counters in pre-polished Granite/ Marble Stone, electrical points for Kitchen Chimney & Hob, washing machine & fridge to be provided.
<b>DOORS &amp; WINDOWS</b>	Flush doors Shutter- Polished/Enamel Painted; Stainless steel/ Brass finished hardware fittings for Main Door & Aluminium powder coated Hardware fitting and locks of branded makes. Door frames & Window Panels of Seasoned Teakwood/Aluminum/Hardwood sections. All hardware in powder coated aluminium. Size and section as per design of the Architect.
<b>TOILET</b>	Premium sanitary fixtures, premium Chrome Plated fittings.
<b>ELECTRICAL</b>	All electrical wiring in concealed conduits; provision for adequate light & power points. Telephone & T.V. outlets in Drawing, Dining and all bedrooms; modular plastic switches & protective MCB's.
<b>LIFT</b>	Lifts to be provided for access to all floors.

	Finishing as per Fire norms requirement.
<b>GENERATORS</b>	Generator to be provided for backup of Emergency facilities i.e. Lifts & Common areas.
<b>WATER TANKS</b>	Underground water tank with pump house for uninterrupted supply of water. Dual plumbing provision for all toilets.
<b>CLUBHOUSE &amp; SPORTS FACILITIES</b>	Clubhouse with swimming pool to be provided with his/ her change rooms, well equipped Gym, indoor & Outdoor games areas, Multi-purpose Hall and Jogging track.
<b>ENVIRONMENT FRIENDLY</b>	As per MoEF requirements.
<b>STRUCTURE</b>	Earthquake resistance RCC framed structure as per applicable Seismic Zone.
<b>SECURITY &amp; FTTH</b>	Provision for Optical fiber network; Video surveillance system, Perimeter Security and Entrance lobby Security with CCTV cameras; Fire prevention, suppression, Detection & alarm system as per fire norms.

\*Specifications are subject to change, in keeping with high quality standards as decided by the Competent Authority /Vendor

**ANNEXURE-I**

**LAY OUT PLAN OF THE SAID COMPLEX**

**ANNEXURE-II**

**FLOOR PLAN AND UNIT PLAN FOR THE SAID DWELLING UNIT**

**DEED OF APARTMENT**

We (Aadhaar No& PAN No-----) S/O-----

R/o ----- and Mrs ----- w/o-----

(Aadhaar No-----& PAN No-----) R/O-----

do hereby declare that, I/we, am/are the first /present owner of Residential Dwelling Unit bearing No-----on the-----Floor, having carpet area (excluding balcony area) of ----square meters (equivalent to -----square feet) in the building /tower name / No in AWHO Shanti Vihar , sector 95 Gurugram, Haryana.

1.I, driven title to the said apartment by a Conveyance Deed bearing registration No-----dated-----registered in the office of Sub Registrar -----which is executed between Army Welfare Housing Organisation and Ourselves.

2. I hereby declare that I, heirs, executors, administrators and assigns and the said apartment referred to in paragraph 1 of this deed, shall hereafter be subject to the provisions of Haryana Apartment Ownership Act, 1983 and all amendments thereto and I, further declare that I, shall comply strictly with the covenants, conditions and restrictions set forth in the Deed of declaration executed by Army Welfare Housing Organisation, and registered as document No -----dated-----in the office of Sub Registrar,-----and with the bylaws forming part thereof and attached thereto and with the administrative rules and regulations adopted pursuant to such bye-laws (as either of the same may be lawfully amended from time to time) and in the Deed of Apartment.

**NOTE:- ALLOTTEES CAN GET THEIR DU REGISTERED FROM ADVOCATE OF OWN CHOICE.**