

CONVEYANCE DEED

Property No. : Apartment No. _____, Navin Minar, Delhi - 110008
 Type of Deed : Conveyance
 Type of Property : Residential
 Carpet Area : _____ sq. mtr. (_____ sq. ft.)
 Super Area : _____ sq. mtr. (_____ sq. ft.)
 Value : Rs. _____/-
 Stamp Duty : Rs. _____/-
 Stamp No. and date : _____, dated _____
 Stamp issued by : _____, Delhi

THIS CONVEYANCE DEED is made and executed at New Delhi on this _____ day of _____, 20____

By and Between

M/s Raheja Developers Limited (formerly known as Raheja Developers Pvt. Ltd.) a company incorporated under the provisions of the Companies Act, 1956 having its registered office at 406, 4th Floor, Rectangle One, D-4, District Centre, Saket, Delhi 110017, having Corporate Identification Number (CIN) U45400DL1990PLC042200 and Permanent Account Number (PAN) AAACR0468E, represented by its authorized signatory _____ (Aadhar no. _____) authorized vide board resolution dated _____ (hereinafter referred to as the "**Vendor**") of the First Part, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assigns.

AND

_____, Resident of _____, (hereinafter referred to as the "**Vendee**") of the Second Part, which expression shall, unless repugnant to the context hereof, mean and include all his heirs, successors, legal representatives, executors, and assigns.

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

WHEREAS:



- A. Delhi Development Authority ("DDA") is the absolute and lawful owner of the site/land admeasuring 5.22 hectares, known as Kathputli Colony, located on main Patel Nagar Road near Shadipur Depot ("Site"). A metro line passes towards the north parallel to main Road. The Site is surrounded by a mix of activities and land uses, which offers a diverse nature to the Site. Entire main Road has a commercial character, which portrays the commercial viability of the Site. The Site is situated between two metro stations namely Shadipur Metro Station and Kirti Nagar Metro Station on main Patel Nagar Road, New Delhi;
- B. DDA desirous of development of the Site for In-Situ Rehabilitation project including construction of 2800 dwelling units for In-Situ Redevelopment on mutual benefits sharing basis in lieu of which the developer would, inter alia, be entitled to build and free sale approx. 170 flats and free sale commercial component to the extent of 10% of available FAR, under a Public Private Partnership Scheme ("PPP Scheme") with an objective to convert the Site into a well developed residential colony with all basic amenities, facilities on the Site in a mix of residential, commercial and redevelopment project;
- C. DDA invited bids from the technically qualified developers for in-situ redevelopment of the Site under PPP mode and the bid submitted by the said Vendor was accepted by DDA and consequently, a development agreement dated 04.09.2009 was entered into between DDA and the said Vendor for the proposed development (hereinafter referred to as the said "Development Agreement"), inter alia for the construction of 2800 dwelling units for In-Situ Redevelopment with specified covered area and specifications alongwith 2800 dwelling units for transit at Anand Parbat transit camp which have been already constructed and delivered by the Vendor and in lieu approx. 170 free sale Houses/Flats/Apartments over an area of 0.97 Hectare (i.e., 2.397 Acres) of land on freehold basis and the Vendor is, inter alia, entitled to accept bookings from the public and dispose of the aforesaid quota of approx. 170 free sale Houses/Flats/Apartments, on freehold basis, in the open market on the freehold land as per sanctioned plans and free sale commercial component to the extent of 10% of available FAR on 4.25 hectares of land as per Master Plan 2021, to the Vendor along with development of sites for various facilities required for both these types of residential development as per specified norms;



- D. DDA handed over possession of the land of total area of 5.22 Hectares (i.e., 12.899 acres approx.), which is inclusive of the said Land, vide Letter dated 13.12.2017 and assigned and issued approval for commencement of development/ construction of the said Project (defined hereinafter);
- E. On the said Land, the Vendor is developing/has developed a free sale residential group housing project in a phased manner comprising of various towers, amenities, facilities and services etc., while all the phases combined together will constitute the entire project, hereinafter referred to as "said Project". In Phase-I, the Vendor has developed a multi-storeyed building/Tower -A comprising of 121 units/apartment under the name and style Navin Minar, Main Patel Nagar Road, New Delhi - 110008;
- F. The Vendor has, inter alia, obtained approval of the layout plan, sanctioned plan, building plans and specifications for the said Project from DDA vide its letter No.F13(16)2011/Bldg./L&I/06 dated 13.02.2018, Fire Clearance from Directorate of Delhi Fire Service vide its sanction No.F.6/DFS /MS/BP/2018/29 dated 31.01.2018, clearance from Delhi Urban Art Commission vide its sanction No.22(01)2018-DUAC/90 dated 09.01.2018, Environment Clearance from State level Environment Impact Assessment Authority, Delhi vide Clearance No. DPCC/SEAC/119/SEIAA/36/2013 dated 22.11.2013.
- G. The Vendor got registered the said Phase-I under the provisions of Act with the Regulatory Authority for National Capital Territory of Delhi at _____ on _____ under registration No. _____ of 2018;
- H. The Vendee after fully satisfying himself about the right, title, location, possession, interest, competency and limitations of the Vendor in the said Land / Group Housing Complex shown interest in Navin Minar and had approached the Vendor for provisional registrations for allotment of an apartment in the said Phase-I vide application dated _____ ("Said Application"). It was duly conveyed and the Vendee acknowledged and agreed that the said Project may have commercial areas, however, the Agreement was confined and limited in its scope only to the sale of the Said Apartment in the said Phase-I. It is further clarified, conveyed and the Vendee acknowledged and agreed that the Vendor has not intended to convey any right or interest in any of the units/areas not



undertaken towards calculation of pro-rata common areas and facilities as mentioned herein for common use of all the allottee(s)/vendees of all phases;

- I. In pursuance of the said Application, the Vendor provisionally allotted apartment no. _____ having tentative Carpet Area of _____ square feet (_____ square meter), exclusive balcony area of _____ square feet (_____ square meter), exclusive verandah/ terrace area of _____ square feet (_____ square meter), pro-rata common areas of _____ square feet (_____ square meter); total super area of _____ square feet (_____ square meter) (hereinafter referred to as the "Apartment"), along with exclusive right to use _____ number of dedicated car parking spaces, which shall form an indivisible part thereof in Navin Minar, Main Patel Nagar Road, New Delhi - 110008 ("Building") as permissible under the applicable law;
- J. Further, Vendor accepted the aforesaid proposal of the Vendee, who wishes to buy the said Apartment on the agreed price and the specified terms and conditions mentioned in the Agreement for Sale, which was duly executed and got registered with the office of Sub Registrar, _____ Delhi as document no. _____ dated _____ ("Agreement for Sale");
- K. The Vendor completed the construction of the aforesaid 2800 dwelling units to the satisfaction of DDA and handed over possession the same to DDA on _____ and thereafter, DDA has conveyed ownership of the aforesaid said Land, i.e. measuring area 0.97 hectares (or 2.397 Acres), in favour of the Vendor vide registered conveyance deed bearing document no. _____, dated _____, registered with the office of Sub Registrar _____, New Delhi. Accordingly, the Vendor is absolute owner of the said Land and is duly entitled to convey ownership of the apartments build thereon and the Vendee has fully satisfied himself/herself in this regard;
- L. Upon part completion of the said Phase-I/Navin Minar, the part provisional occupancy/ occupation certificate has been issued by the competent authority, vide its Memo No. _____ dated _____, which is inclusive of the said Apartment and the Deed of Declaration under the provisions of Delhi



Apartment Ownership Act, 1986 in respect of the same has duly been registered with the office of Sub-Registrar, _____, New Delhi vide document no. _____ dated _____;

M. The Vendee has full knowledge of the applicable laws, notifications and rules applicable to the said Apartment and has physically inspected and is fully satisfied with the construction of the said Apartment, inter alia about the super/carpet area of said Apartment and balcony areas, exclusive terrace areas, and exclusive parking attached with the said Apartment;

N. The Vendee has inspected the said Apartment and documents and is satisfied in all respects. The Vendee(s) may have been given the right to use and occupy the said Apartment even prior to the execution and registration of the Conveyance deed in his/their favour and has/have now desired to get this Conveyance deed executed and registered in his/their favour after fully satisfying himself/themselves as to the constructions, designs, measurement and specifications which have been made in accordance with the sanctioned drawings with such modifications as were necessary, as have been agreed to between the Vendor and the Vendee(s);

O. The Vendee(s) has visited & inspected the said Apartment and got the measurement of same and hereby acknowledges, confirms and agrees that the said Apartment No. _____, on _____ floor, in Navin Minar has the final Carpet Area of _____ square feet (_____ square meter), exclusive balcony area of _____ square feet (_____ square meter), exclusive verandah/ terrace area of _____ square feet (_____ square meter), pro-rata common areas of _____ square feet (_____ square meter); total super area of _____ square feet (_____ square meter), along with exclusive right to use _____ number of dedicated car parking spaces bearing number(s) _____, as per the final built up area and the abovementioned provisional occupancy/ occupation certificate issued by the competent authority, more particularly described in Schedule-I and the floor plan of the said Apartment is annexed hereto and marked as Annexure-A;



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P. The Vendee acknowledges and agrees that the said Project is in development stage of subsequent phase(s) and that there could be variations/ changes at any stage, during the development / construction period in the said Project. The Vendor reserves the right to change the planning of the said Project due to reasons of technical/ regulatory requirements or for any other reason. The Vendor shall be entitled to utilize at all times any additional FSI in the said Project that may accrue under the applicable laws, Transit Oriented Development Policy ("TOD"), Policy of Green Rating for Integrated Habitat Assessment ("GRIHA") and any other Policies applicable from time to time. The Vendee has been conveyed the right of the apartment against the consideration paid as per agreement;

Q. The Vendee acknowledges, understands and agrees that the said Project is conceived of various services, amenities and facilities for the use and benefit of the allottees/vendees and it is agreed that these services shall be available only for use and enjoyment of the all allottees/vendees and will be made functional only after achieving at least 50% actual physical occupancy by the allottees/vendees at site and shall be handed over to the association of allottees/vendees only after elections are held transparently;

R. The Vendee, in terms of the said Agreement for Sale, has paid the agreed Total Price of Rs. _____/- (Rupees _____ only) ("Total Price") for the said Apartment, receipt whereof the Vendor do hereby acknowledge. The Vendee(s) has/have agreed to bear all expenses for the execution of the conveyance deed of the said Apartment including cost of stamp duty, registration and incidental charges and the Vendor is conveying, alienating, selling and transferring the said Apartment to the Vendee(s) on the terms and conditions stated hereinafter. The agreed Total Price is in full and final consideration and understanding that the areas not forming part of the super area and further TOD rights vests absolutely with the Vendor only and without any right, title, interest or claim with the Vendee;

S. The Vendor represents and the Vendee acknowledges, understands and agrees that the Vendor shall make arrangement for water supply, sewerage, drainage, sanitation etc. at its own till these services are made available from external infrastructure to be laid by DDA, municipal authorities and any other competent



authority. The Vendor has specifically represents and the Vendee categorically acknowledges, confirms and agrees that the aforesaid Total Price does not include the cost of external infrastructure, fittings, fixtures, electric, water and sewerage infrastructure and meter and connection charges of electric and water supply and sewerage etc. which shall be got installed by the Vendee at his/her own cost. The Vendee further acknowledges, confirms and agrees that any other charges/cost/fee/levies etc. including government or statutory charges, dues or costs payable by the Vendor levied by whatever name towards providing external infrastructure including electric, water, sewerage etc., in connection with the construction and development of the said Phase-I/Project as well as any increase thereof and any other amount paid/payable by the Vendor to the government or any other authority not elsewhere specified in the Agreement for Sale/this Conveyance Deed in connection with the construction of the said Phase-I/said Project and the incidence of which is paid/payable by the Vendor shall however be payable by and recovered from/ borne ultimately by the Vendee on pro rata basis of carpet area in the entire Project, as and when demanded by the Vendor;

- T. The Vendee is fully satisfied with the development made at site, which have been carried out by the Vendor and has now expressed his/her/their willingness to get this Conveyance Deed, executed and registered in his/her/their favour;
- U. The Vendee consents and agrees that the maintenance of the said Project has been handed over and the same has been taken over by the Maintenance Agency with the consent of the registered Residents Welfare Association, constituted under the Delhi Apartment Ownership Act, 1986 and the rules made there under;
- V. The Vendee hereby also assures, represents and warrants to the Vendor that it shall comply with the terms hereof and all the applicable laws and statutory compliances with respect to the said Apartment, and pay the common area maintenance charges and other recurring/usage charges and shall not interfere or object to any proposed balance construction to be raised over the said Land as per FAR and density available now or in future and relying on all the assurances, representations and warranties made herein by the Vendee, the Vendor have agreed to execute this Conveyance Deed;



W. The Vendor and the Vendee pursuant to the aforesaid are desirous of executing this Conveyance Deed for the consideration and terms stipulated herein below of the said Apartment in favour of the Vendee:

NOW THEREFORE THIS CONVEYANCE DEED WITNESSETH AS FOLLOWS:

1(a) That subject to the exceptions, reservations, conditions and covenants contained herein to be observed and in consideration for a sum Rs. _____/- (Rupees _____ Only) already paid by the Vendee to the Vendor, the receipt whereof the Vendor do hereby admit and acknowledge, the Vendor do hereby transfer, convey, assure and assign unto the Vendee, the said Apartment No. _____, on _____ Floor, having final Carpet Area of _____ square feet (_____ square meter), exclusive balcony area of _____ square feet (_____ square meter), exclusive verandah/ terrace area of _____ square feet (_____ square meter), pro-rata common areas of _____ square feet (_____ square meter); total super area of _____ square feet (_____ square meter), in the "Navin Minar"/ Phase-I of the Project situated on the Main Patel Nagar road, New Delhi - 110008 (more specifically described in schedule I attached herewith), alongwith proportionate, undivided, impartible share only in the land underneath the building in which Apartment is located, together with proportionate rights in such common areas and facilities already factored in the price with reserved rights of sharing by future development and construction due to provisioning/granting additional FAR by TOD, GRIHA, TDR or change in policies including all ways, paths, passages, lifts, staircases, lobbies, easements, electrical substation rooms, pump room, maintenance room/service rooms for the above mentioned systems, guard posts, circulation spaces on basements/stilts and electrical & mechanical services, approach roads, miscellaneous service room, various amenities and facilities as per approved plans, lighting in lobbies, staircase and corridors, landscaped area comprising of lawns, walk ways, footpaths and lighting/services thereof, service/ maintenance areas and staircases, modular switches in lobbies & passageways, DG Backup, Lobbies & Passageways (circulation space), Electrical shaft, lift if any etc. and appurtenances whatsoever only if calculated and included in super area of the said Apartment with Vendor's



reserved rights for sharing and integrating future and additional constructions to have, hold and enjoy the same unto the Vendee, absolutely and forever, except for the terraces and other areas specifically and exclusively reserved for the use of the owners of the apartments by virtue of payment & conveyance for such areas. The Vendor alone shall have the absolute title and the sole right to use the top floor of the various structures/towers/buildings or roof tops of "Navin Minar", as area of service floors, facilities and structures or such terraces has not been included in the calculation of the super area of the said Apartment nor constitute part of any consideration received by the Vendor. The Vendor shall have sole right to give on lease or hire any part thereof for any purpose including helipad, running of club, restaurants, shops, observatory, dance floors etc. whatsoever of 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 as long as any or all such areas have not been computed in the super area for which any consideration has been received by the Vendor. The Vendor reserves its right to convey such areas and facilities in any manner to anyone.

- (b) That the Vendor has also allotted alongwith the Apartment, usage right of _____ number of dedicated car parking spaces bearing number(s) _____, situated in _____ Basement Parking of "Navin Minar" to be held and used exclusively by the Vendee as an integral and inseparable part of the said Apartment. The parking space(s) shall not be treated as any independent unit/property nor shall it be alienated independently of the said Apartment. The Vendee agrees that above car parking space(s) allotted shall form part of the said Apartment.
- (c) That the building/ said Phase-I shall always be known as "Navin Minar" and the said name shall never be changed by Vendee and / or jointly by the Vendees and association of the allottees/vendees in the said Phase-I.
- (d) The names of first buyers of the said iconic Navin Minar shall be engraved as a permanent plaque which can not be tempered or altered by any future/subsequent buyer of claimant.
- 2(a) The Vendor hereby confirms and acknowledges the receipt of the Total Price /sale consideration in respect of the said Apartment paid by the Vendee to the Vendor



and that there is nothing due from the Vendee towards the sale consideration in respect of the said Apartment subject to clause 2(c) & 2(d).

- (b) That the Vendor has made it specifically clear to the Vendee and after satisfying himself/herself, the Vendee has understood that the computation of price of the said Apartment does not include any payment towards land and/or construction except for the area calculated in computation of super area of the said Apartment and proportionate land under footprint of the building block/ tower. The right to any future additions, construction and developments have been duly factored and pre compensated including, running and operation of the common amenities and facilities, convenience/ commercial store, school site(s) or any other conveniences. The recovery of payments towards maintenance, electricity/water/sewerage connection, piped gas supply charges or charges of any kind by the Vendor from the Vendee in any manner is not included in the Total Price/ sale consideration of the said Apartment.
- (c) That the Vendee shall remain bound to pay additionally to the Vendor, on demand, any increase or imposition of levies, Development Charges, cess, taxes, other charges including but not limited to GST, External Development Charges levied by govt. authorities/ local bodies whatever name called or in whatever form and with all such conditions imposed by the Delhi/Central Government, municipal corporation and / or any competent authority on Apartment or the entire complex by any ordinance, Legislation or Act, notification(s), directive, judgment, decree, etc and such increase/levies, Charges shall be borne and paid by the Vendee in proportion to the carpet area of its premises to the total carpet area of all the premises in the said Phase-I/Project as determined by the Vendor. If such charges are increased/ demanded whether prospectively or retrospectively after execution of this conveyance deed, the Vendee undertakes to pay such charges directly to the government agency/ department concerned or to the Vendor as may be called upon immediately on demand. In the event of such charges remaining unpaid, the same shall be treated as unpaid sale consideration and the Vendee agrees that the Vendor shall have the unfettered right to recover or reoccupy the premises/said Apartment.
- (d) That at present the fire safety measures in the common areas of the building / scheme 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



Apartment. If, however, due to any subsequent legislation(s), Government Regulation, Order or Directions, 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 carpet area of its premises to the total carpet area of all the premises in the said Phase-I/Project as determined by the Vendor. The Vendee shall ensure that fire safety equipments shall be kept functional and subsistent always within his Apartment and as association of owners in all common areas.

- (e) It has been specifically represented and categorically acknowledged, agreed and confirmed by the Vendee that following specified areas and facilities within the said Project and costs thereof have not been taken into consideration and kept aside from the calculations of sale consideration and not factored in/loaded in common area of the said Apartment, shall always be the property and sole ownership of the Vendor as it has specifically been conceived, designed and executed for Vendor's own ownership areas to be used as per its own sole discretion and shall be retained by the Vendor and shall never be construed part of either common areas or common facilities and the Vendee and/or association of vendees/resident's welfare association shall not have any right title or interest of any nature whatsoever in the same. The Vendor shall always be free and entitled to reap the commercial benefits of these areas and facilities as per its discretion. It is further reiterated herein that Vendor has not intended to convey any right or interest in any of such units/areas/facilities and areas and costs thereof have not been undertaken towards calculation of pro-rata common areas and sale consideration:

-Recreational Club on roof top, Service Floors including immediately below Top Floor, restaurants, Helipad, observatory decks, affinity pool or any other commercial facilities, souveneer sales facilities developed and created on the roof top/ top floor and on or below helipad.

- (f) **Fire Lifts and its ground floor and top floor lobbies:** It has been further specifically represented and categorically acknowledged, agreed and confirmed by the Vendee that the area of fire lift and its ground floor and top floor lobbies and costs thereof have not been taken into consideration and kept aside from the calculations of sale consideration and not factored in/loaded in common area of the said Apartment and the same shall always be the property and sole ownership of the Vendor and shall be retained by the Vendor and shall never be construed part of either



common areas or common facilities and the Vendee and/or association of vendees shall not have any right title or interest of any nature whatsoever in the same or the areas owned and retained by the Vendor. The Vendor shall use, upkeep and maintain the Fire Tower, fire lift and its lobbies as per its discretion at its own costs and expense for access to the top floor and service floor. However, the vendees in the said Building will use the Fire Tower staircases, fire lift and its lobbies in case of emergency situations in the event of fire, earthquake or other similar exigencies.

- (g) **Ground Floor Club:** Ground Floor Club will be part of common area services and facilities and will be maintained by the service provider agency/five star hotel, as the case may be, nominated by the Vendor free of cost during the Maintenance Free Period. The Vendor through its nominated service provider agency, which may be a five star hotel, will run and maintain the gym, pool, spa/steam/ Jacuzzi/ sauna rooms etc. in the ground floor club and will be available for use of the allottees, members, visitors and guests. The Vendee/allottees in the said Project will not be charged the maintenance charges for the same but the specialized services, user charges, special items of itinerary availed by the Vendee will be on charging payment basis as per arrangements with the nominated service provider agency, which may be a five star hotel. Further, the Vendor and/or its nominated service provider agency/five star hotel shall be free to allow the visitors and guests to use the club facilities on payment of such charges as may be prescribed by the nominated service provider agency/five star hotel in order to raise money for running, maintenance, brand/enterprise fee of the club and services.
- (h) **Disaster Shelter/Nuclear Bunker:** Vendor has constructed/will construct and develop a disaster shelter/nuclear bunker within the said Project at the designated location marked on the sanctioned plan to be used only in critical situations of disaster, nuclear war etc. The area and cost of the aforesaid disaster shelter/nuclear bunker has not been taken into consideration for common area calculation and the same shall always be the property and sole ownership of the Vendor unless specifically handed over to the registered association of the allottees/vendees in the said Project. In case there arises any need of the use of aforesaid disaster shelter/nuclear bunker in future, the vendees/allottees of all phases in the said Project and their family members will have to keep it operational on payment of charges and well stocked as arranged/decided by Vendor/RWA. The Vendor will keep and maintain storage of life saving supplies viz. water, food, medicines etc. required for a period of 15 days to be used in case of emergency situations for the first time. However, after expiry of the one year



period, the cost and expenses of maintaining necessary supplies within the aforesaid disaster shelter/nuclear bunker and maintenance thereof will be added to the common area maintenance charges payable by the vendees/allottees on pro-rata basis.

- (i) The Vendee further agrees that it shall not claim any compensation or withhold the payment of any charges on the ground that the infrastructure required for the project "Navin Minar" is not yet complete, or on any other ground whatsoever and all the terms of the agreement to sell will remain applicable mutatis mutandis to operation and effect of this conveyance deed.
- 3(a) That it is further clarified by the Vendor and agreed by the Vendee that the Total Price payable for the said Apartment is calculated on the basis of its carpet area. The super area as defined above comprises of the specific area and pro-rata share of the common areas and facilities within/outside the respective tower/floor, if any. It is further made clear to the Vendee(s) that they shall be entitled to the ownership rights and rights of usage only as specified below:
- (i) The Vendee(s) shall have ownership of the said Apartment consisting of the specific area only. The specific area is included in the computation of super area (super area is defined in Schedule II annexed hereto).
 - (ii) The Vendee(s) shall have undivided proportionate interest in the common areas and facilities within/outside the said Apartment and the Building in which the said Apartment is situated (as per Schedule-II annexed hereto).
 - (iii) As the interest of Vendee(s) in the common areas and facilities are undivided and cannot be separated, this would require him/her to use the common areas and facilities (as per Schedule-II annexed hereto) within/outside the building in which the said Apartment is situated, harmoniously along with other occupants, users, maintenance staff etc. without causing any inconvenience or hindrance to them. However, the Vendee shall not be entitled to claim partition of its share in the said Land or the Common Areas and the same shall always remain undivided and impartible. This clause shall survive the conveyance of the said Apartment and all subsequent conveyances/title transfers.



- (iv) Further it is clearly understood and agreed by the Vendee(s) that even if the common areas and facilities within/outside the said Building (as per Schedule-II annexed hereto) are included in the computation of super area, the right of the Vendee(s) to use such common areas and facilities shall always be subject to the timely payment of maintenance charges to the RWA/to the appointed Maintenance Agency.
- (v) The Vendee(s) shall have the ownership of undivided proportionate share in the land underneath the footprint of the said Building only except parking areas, open atrium and basements or any of the free of FAR areas not included in the computation of super area under this Conveyance Deed, (the ownership of which shall vest with the Vendor) i.e. the Vendor has made clear to the Vendee(s) that the Vendee(s) shall have no right, title and interest in the car parking spaces and other spaces in the basements or on the surface of the said Building which have not been allotted/sold/reserved by the Vendor to Vendee(s) 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(s) shall not raise any claim against such un-allotted/un-sold/reserved car parking spaces in the basements or on the surface of the said Land owned and possessed by the Vendor nor shall the Vendee attempt to use or park its vehicles in such car parking spaces. It is made abundantly clear and agreed by the Vendee(s) that other than conveyed or allotted to the Vendee against consideration/conveyance no other land(s)/basements/car parking spaces is/are forming part of this Deed.
- (vi) That the computation of the share of common areas and facilities does not confer any separable/ exclusive title or right in the common areas or land under the footprint of the building except to the undivided / unidentified rights proportionate to the area of the Apartment herein including equal proportionate rights for prospective apartment owners of TOD/GRIHA etc. or any other policy and shall be governed as per Delhi Apartment Ownership Act, and subsequent amendments thereto.
- (vii) That the Vendee acknowledges that till date it has only shared the electricity establishment cost only in accordance with the current electricity rules requirements of the complex, the additional infrastructure may be required in future to meet the future demands/requirements of the complex or for

complying with the requirements of the electricity department/distribution or supply of energy, in which event the Vendee acknowledges and agrees to pay additional proportionate share in the installation of the electricity establishment cost. It is further clarified that electricity establishment charges for the units transferred/to be transferred free of cost of DDA are payable/recoverable from the remunerative components.

- (viii) The Vendor represents and the Vendee acknowledges, agrees and confirms that the computation of the Total Price does not include in any manner recovery or payments towards running, servicing, maintenance and operation of the common areas and facilities. However, the Vendor, as a goodwill gesture, will provide free of cost the maintenance services viz., running, servicing, maintenance and operation of the common areas and facilities for a period on offer from the date of offer of possession of the said Apartment after obtaining occupation/part-occupation certificate (hereinafter referred to as the "Maintenance Free Period") and will not demand and charge any fee/charges etc. towards payment of the common area maintenance charges except for the user charges payable on special items/deliverables only. The Vendor individually as well as the member of registered association of vendees/ residents' welfare association ("RWA") shall give its requisite consent/no objection as and when called upon by the Vendor for providing of such maintenance services. The scope of services to be provided free of cost during the aforesaid Maintenance Free Period will be security services; cleaning and maintenance of common areas; up-keeping and maintenance of greens areas/parks, horticulture; servicing and maintenance of machinery & equipment, replacement of electrical gadgets and accessories viz., bulbs/tubes etc. in common areas. Further, during the aforesaid Maintenance Free Period, the Vendee shall be liable to pay on actual basis charges towards electricity and water consumption in the said Apartment and charges towards availing of a-la-carte services provided by specialized service providers which may or may not include five star hotels, such as running and maintenance of concierge services, running and maintenance of swimming pool within club premises, personal services availed within the said Apartment for cleaning, dusting, bedding, washing and ironing of clothes etc., as per mutual agreement on commercial terms.



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- (ix) The amount payable towards IFMSD will be paid and deposited by the Vendee in accordance with the agreed payment plan. During the Maintenance Free Period, the Vendor shall be entitled to use the same and after expiry of Maintenance Free Period, the same shall be transferred to the account of the elected registered association of vendees/allottees without any interest. The Vendee further acknowledges, confirms and agrees that after expiry of the aforesaid Maintenance Free Period, the Vendee shall be liable and pay the applicable maintenance charges towards common area maintenance on pro-rata basis as may be assessed by the Vendor/RWA or the nominated maintenance agency, as the case may be.
4. That vacant and physical possession of the said Apartment has already been handed over by the Vendor to the Vendee herein and the Vendee hereby confirms having taken over the possession of the same from the Vendor after satisfying himself/herself/themselves that the construction as also the various installations like electrification work, sanitary fittings, water and sewerage connection etc. have been made and provided as shown in accordance with the drawings, designs and specifications as per agreement and terms and conditions of booking and are in good order and condition and that the Vendee has satisfied himself in respect of the location, carpet area and super area of the said Apartment, any item of work, material, quality of work or on account of any delays or deficiency etc., therein and account is fully settled up-to-date now.
- 5(a). That except for the Apartment herein agreed to be sold and the necessary easement rights pertaining thereto, all the residuary rights in the building/Project 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/Apartment /Association or handed over to the registered association of allottees/vendees, any Municipal or Government Authorities as may be required, by the Vendor.
- (b) The Vendee agrees and confirms that except the specific parking spaces allotted to the Vendee, the Vendee shall not have right, title or interest in the un-allotted/un-sold and/or reserved/remaining parking spaces in the basement and the ownership of such un-allotted/remaining parking spaces in the basement shall vest in the Vendor. The Vendee acknowledges, agrees and confirms that the Vendeor shall be fully entitled to dealt with the un-allotted/remaining parking spaces in the

basement at its own discretion and the same shall remain the absolute property of the Vendor till it is allotted in any other manner. The Vendee shall not raise any claim against such un-allotted/remaining/ reserved parking spaces in the basement or on the surface of the said Land nor shall the Vendee attempt to use or park his/her vehicles thereon.

- (c) That the Vendee agrees that in case further construction on any portion of the said Land or building or on the terrace becomes permissible, the Vendor shall have the exclusive right to take up or complete such further construction as belonging to the Vendor notwithstanding the designation and allotment of any Common Areas as Limited Common Areas or otherwise. It is agreed that in such a situation or with a view to complying with the provisions of the Delhi Apartment Ownership Act, the proportionate share of the Vendee in the common areas and facilities, the limited common areas and facilities and in the land underneath the building 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 such facilities / installations without any hindrance from the Vendee(s). That the Vendor shall be the owner of all terrace areas which have not been transferred.
- (d) The Vendee agrees that if there is any unutilized FAR including due to revised FAR and density norms that may accrue under the applicable laws, Transit Oriented Development Policy ("TOD"), Policy of Green Rating for Integrated Habitat Assessment ("GRIHA") and any other Policies applicable from time to time, Vendor shall be fully entitled to raise construction over it at a later date and Vendee will have no objection to the same even after the project has been completed. Vendee gives unconditional consent to the Vendor to utilize additional FAR and population density as granted and surplus car parks created by the Vendor at its own cost and expense and Vendee shall have no objection or claim for any compensation for the same subject to the condition that no additional construction or stories will be added on the tower/building in which his/her Apartment exists and construction happens as per norms and approved designs and drawings.
- 6(a) That the Vendee agrees to abide by all Laws, Bye-laws, Rules and Regulations, conditions of the Central or State Government, the Local Bodies 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 terms of the Delhi Apartment Ownership Act, as applicable from time to time and shall keep indemnified the Vendor and its employees for any liabilities or penalty resulting from such violations.

- (b) That the Vendee shall not use the said Apartment or permit the same to be used for purpose other than residential & conforming use of the area or for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of other apartments or for any illegal or immoral purposes and shall not do or suffer anything to be done in or about the said Apartment which may tend to cause damage to any flooring or ceiling of any floor below, above or in any manner interfere with the use thereof or of space, passages or amenities available for common use.
- (c) That the Vendee shall not put up any name plate, sign board, neon sign, publicity or advertisement material, hanging and/or drying of clothes, notice board etc. in the common areas or at the external façade of the building or anywhere on the exterior on common areas and shall not change the colour scheme of the outer walls or painting of the exterior side of the doors and windows including fixing of coloured films etc. or carry out any change in the exterior elevation or design, with a view to maintain uniform aesthetics. The Vendee shall be entitled to display his name plate only at the proper place provided for the said Apartment and in the manner approved by the duly appointed maintenance agency/association of allottees/vendees ("RWA"). Further, circulating/displaying letters on the notice board or otherwise shall be done with prior approval of association of allottees/vendees and after giving proper representation to the association of allottees/vendees.
- (d) That the Vendee shall not keep any hazardous, explosive, inflammable chemicals/material etc. which may cause damage to the building. The Vendee shall always keep the Vendor harmless and indemnified for any loss and damage in respect thereof.
- (e) That the Vendee agrees and undertakes that to ensure uniformity and non-interference with structures, ducting, internal cabling etc. and for general safety, security as well as larger interest of the complex, the maintenance agency/association of allottees/vendees shall designate, regulate and approve the entry of service providers such as telephone, cable, satellite T.V/Radio, internet, wi-fi, wi-



max, IP/IT services, general utility services or any other type of services. The Vendee shall take prior written approval of Vendor before laying and /or connecting upon any type of pipes, wires, cables, antenna(s) through common areas, common 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. 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 Vendee and shall remain indemnified for change of any power points, service points etc. if the same is not brought to its notice.

- 7(a) That in case a vendee of the Ground Floor Apartment has been allowed use of the open / green sit out area earmarked for the apartment for the limited purpose of keeping the same as green, the nominees /staff /workmen of the Vendor shall have the rights to enter into or upon the sit out area for the purposes of repairs, inspection and replacement of the service lines passing through the same. No construction, temporary or permanent, is permitted on the said sit out area. This right of use of the sit out area shall be subject to the provisions of the Delhi Apartment Ownership Act, as applicable and as per sanctioned drawings only.
- (b) That the Top Floor Apartment /Pent House if allowed exclusive use of part of the terrace area as per the apartment layout plan approved shall always and at all times be open to approach by the Vendor / its nominees.
- (c) That the Vendee do hereby undertake to always maintain if already provided items of ecological harmony *interalia* common area solar lighting, water recycling, waste segregation, CFL/LED lighting, double glazing, solar water heating, Solar Energy panels & establishments, water harvesting and recharge and to maintain flora & fauna, extensive plantation and aqua life and have committed to share the extra obligations for environment conservation within the complex and shall always co-operate, contribute and vote for any or all decisions, which will be requested by the Vendor for long term maintenance of extra establishment for this cause.
8. That the Vendee shall have no right, title or interest of any kind in the land and building(s) reserved for future exploitation. Further, the Vendee shall not have any claim or right in any commercial premises or commercial building or interference in the booking of apartment and finalization of sale of flats/Dwelling units or in the operation and management of shop(s), restaurant, commercial premises, lawns, or



community facilities/amenities in the complex which have not been included in the computation of super area calculations.

- 9 (a) That the RWA shall look after the maintenance and upkeep of the common areas and facilities and related agreements and changes as per maintenance, electricity, water, sewerage, common facilities as per approved plans, piped gas supply facilities and all or any other agreements which will survive as amended by RWA from time to time.
- (b) That the Vendee shall be under an obligation to execute all such agreements as may be necessary, to stay in the complex as per the various directions and acts of Government Departments from time to time.
- (c) That as and when any plant and machinery within the said complex/ building as the case may be, 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(s) on pro-rata basis i.e. in proportion to the carpet area of the said Apartment to the total carpet area of all the Apartments in the said Building/Project, as the case may be. The Vendor or the Maintenance Agency or the RWA 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, equipments are required to be put as a whole in the complex due to new discoveries, innovations, technology up gradations etc. the same shall be done as approved by a majority decision of the apartment owners/members of RWA and shall be contributed by everyone on pro-rata basis irrespective of individual's need or utilization.
- (d) That the Vendee shall permit the representatives of the Vendor/RWA/maintenance agency and its surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the said Apartment 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 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, water, Gas and/or other leakages on the floor above or below, foul smells emanating due to non use etc. the Vendee authorizes the Vendor/RWA/Maintenance Agency to break open the doors/windows of the said premises and enter into the said Apartment to prevent any damage/ loss/ inconvenience to the other apartment(s)/complex/Projects or for maintaining smooth services to other apartment owners in the complex.

- (e) That 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 etc., interest and penalty charges on delayed payment etc. the Vendee will first pay the disputed amount and then apply for refund and the Vendor/RWA/Maintenance Agency will look into his submissions and give valid reason for recovery/ appropriation of the said charges or refund the amount, if it has been wrongly claimed.
- (f) That the Vendee shall not assign, transfer, lease or part with the possession of the said Apartment without obtaining a 'no dues certificates' from the RWA/ maintenance agency and the Vendor. The Vendee shall intimate and got registered with the RWA/ Vendor all tenants of said Apartment and all the tenants may be subjected to police verification by RWA/ Vendor.
- (g) That 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.
- (h) That the Vendor/ RWA and / or the Maintenance Agency shall have the right to insure and keep insured the structure of the building against such risks as the Vendor/ RWA and / or the Maintenance Agency may deem necessary and the insurance premium shall be payable separately by the Vendee on pro-rata basis i.e. in proportion to the carpet area of the said Apartment to the total carpet area of all the Apartments in the said Building/Project, as the case may be. The contents, fixtures and fittings installed within the Apartment shall, however, be got insured by the Vendee /occupier at its own cost.



- (i) That the Vendee(s) agrees and confirms that he/she/it shall be solely responsible to maintain the said Apartment at his/her own cost, in a good repair and condition and shall not do or suffer to be done anything in or to the said building or the said Apartment or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Apartment and keep the said Apartment, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belongings thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the said building or pertaining to the building in which the said Apartment is located, is not in any way damaged or jeopardized. Further the Vendee(s) shall not store any hazardous or combustible goods in the said Premises or place any material including flower pots etc. in the common passages or staircase of the said building. The Vendee(s) shall also not remove any wall, including load-bearing wall of the said Apartment. The walls shall always remain common between the said Apartment and the Apartment of other vendees/allottees of adjacent apartment.
- (j) The Vendee(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Vendor. The Non-observance of the provisions of this clause shall entitle the Vendor or RWA or the duly appointed maintenance agency to enter the said Apartment, if necessary and remove all non-conforming fittings and fixtures at the cost and expense of the Vendee(s). The Vendee(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- (k) The Vendee shall keep the said Apartment, the walls and partitions, sewers, drains, pipes and appurtenances thereto belonging in good tenable repair or condition and in particular so as to support, shelter and protect all parts of the building (s) other than the said Apartment and shall abide by all laws, bye laws, rules and regulations of the Government, Local/Municipal Authorities and/or any other authorities and local bodies and shall attend, answer and be responsible for all such deviations, violations or breaches of any such condition or law, bye laws or rules and regulations.



- (l) That the Vendee undertakes not to commence any structural alteration/addition or any other interior work without obtaining prior permission of the Vendor/RWA/ Maintenance Agency as the case may be. The Vendee also undertakes not to make structural changes without obtaining prior permission of the Vendor/RWA/Maintenance Agency as the case may be. Even pursuant to grant of requisite permission the Vendee or the person(s) inducted by the Vendee shall ensure that the interior or any work does not even touch the R.C.C. structure and/ or load bearing walls nor does it cause any hindrance or obstruction to other property owners in the said Building/Project. During the course of such interior work the Vendee or the person(s) inducted in possession in the property shall take all precautions to ensure that no damage is caused to the common areas or to other properties in the complex and in such an eventuality shall be solely liable for entire compensation and/or restoration of the damage.
- (m) The Vendee hereby agrees and undertakes to become a member of the RWA, if has not become prior to execution of this Deed and to complete all the documentation and fulfill its obligations as may be required under the Delhi Apartment Ownership Act, promptly after execution of this Deed.
- (n) That 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 extra ordinary in relation to any unsold premises within the said Project or the external façade and the Vendee agrees not to raise any objection or make any claim on this account.
- (o) That the Vendee shall not use the Said Apartment so as to cause blockade or hindrance to any common passages, veranda or terraces. No common parts of the complex will be used by the Vendee for keeping/ Chaining Pets/ Animals, Dogs, Birds or storage of cycle, motorcycles, waste/ refuse/ wrong/unauthorized parking of cars, nor the common passage shall be blocked in any manner whatsoever.
- (p) The Vendee shall not be allowed to do any activity which may be objected to by the other occupants such as playing of high volume music, loudspeaker, dumping of garbage or any activity which spoils the decorum or decency or beauty of the complex including defacing of common walls, lifts or throwing or dumping of



refuse/ garbage which shall be subject to huge fine or penalties as per prevailing laws / bye laws/house rules in the complex.

- (q) That the Vendor has taken all due precautions and has provided adequate safety measures so as to make the building earthquake resistant as well as safe in the event of fire in the 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 unexpected natural calamity or on account of occurrence of any of the eventualities contemplated above, the Vendor shall not be held responsible or liable in any manner. The Vendee in its individual capacity as well as the prospective member of the RWA or any other forum of the apartment owners in the complex, hereby confirms and agrees that subject to provisions of the Delhi Apartment ownership Act, in the event of redevelopment of the said Land at any time in future on account of any Force Majeure or any catastrophe or for any other reason(s) whatsoever, the Vendor shall be offered the right of first refusal for carrying out such redevelopment on the said Land. This clause shall survive the conveyance of the said Apartment.
10. That in the event of sale/ transfer of property the Vendee shall file transfer permission application along with the proper set of documents to be executed, in the office of Vendor/RWA for it's records. The transfer shall be subject to clearance of any outstanding dues still pending or recoverable due to any account which may be levied like statutory govt. dues, charges, taxes etc. The Vendee as well as subsequent transferees of Vendee hereby covenants to observe and perform all the terms and conditions of the booking, Agreement for Sale and this Conveyance Deed and 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 said terms and conditions by the Vendee.
11. That the Vendee shall be liable to pay property tax and all rates, taxes, charges, assessments, levies, by whatever name called, assessed or imposed by municipal or other authorities whether levied now or in future in respect of the said Apartment irrespective of the fact that the Vendee has not been enjoying the benefit of the said Apartment. Till the Apartment is individually assessed to property tax or any other charges as aforesaid by the authorities, the Vendee shall



be liable to pay to the Vendor on demand, such taxes / charges whether levied now or in future on the land / buildings of the Scheme, proportionate to the area of the Apartment. These taxes, fees, cesses etc. shall be paid by the Vendee irrespective of the fact whether the maintenance is carried out by the vendor or its nominee or any other body or association of all or some of the Apartment.

12. That the Vendee shall be entitled to get the said Apartment transferred and mutated in its own name as rightful owner in the revenue records or of any other concerned authority on the basis of this Conveyance Deed or its true copy without any further act or consent of Vendor. However, if the Vendee transfers the Apartment to a third party then the transferee shall be bound by the terms and conditions of this Conveyance Deed including transfer intimation and permission.
13. That if any of the provisions of this Conveyance Deed is determined to be void or unenforceable under any applicable law, such provisions shall be deemed to be amended or deleted in so far as reasonably inconsistent with the purpose of this Conveyance Deed and to the extent necessary to conform to applicable law and the remaining provisions of this Conveyance Deed shall remain valid and enforceable in accordance with the terms contained herein.
14. The Vendee acknowledges and agrees that it shall continue to remain bound by such terms and conditions of the Agreement for Sale in respect of the said Apartment and shall survive this conveyance within the meaning of section 31 of the Transfer of Property Act, 1882.
15. That all costs of stamp duty, registration fee and other miscellaneous / incidental expenses on the execution and registration of this Conveyance Deed have been borne and paid by the Vendee.
16. All or any disputes arising out of or touching upon or in relation to the terms of this Conveyance Deed including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties, which cannot be amicably settled, shall be settled through arbitration of Managing Director of the Vendor or its duly appointed nominee(s). In case of any proceeding, reference etc. touching upon the arbitration subject including any award, the territorial jurisdiction of the courts shall be exclusively of Delhi.



IN WITNESS WHEREOF the Parties have executed these presents at the place, day, month and year as first above written in the presence of witnesses:

Witnesses:

1.

[VENDOR]

2.

[VENDEE(S)]



SCHEDULE-I

(DESCRIPTION OF THE PREMISES UNDER SALE)

The residential Apartment No. _____, on _____ floor, in Navin Minar has the final Carpet Area of _____ square feet (_____ square meter), exclusive balcony area of _____ square feet (_____ square meter), exclusive verandah/ terrace area of _____ square feet (_____ square meter), pro-rata common areas of _____ square feet (_____ square meter); total super area of _____ square feet (_____ square meter), along with exclusive right to use _____ number of dedicated car parking spaces bearing number(s) _____, in **Phase-I/ "Navin Minar"** of the residential group housing project situated on the Main Patel Nagar road, New Delhi - 110008, along with proportionate, undivided, impartible share only in the land underneath the footprint of the tower/Navin Minar in which said Apartment 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 Apartment. The said Apartment is indicated in the plan appended hereto as Annexure-B and bounded as under:-

At or towards East : _____

At or towards West : _____

At or towards North : _____

At or towards South : _____



SCHEDULE -II

RESIDENTIAL COMPLEX—NAVIN MINAR

COMMON AREAS AND FACILITIES

Common areas and facilities mean the proportionate share in all such common areas and facilities for use of the vendees(s) within/outside the building in which the apartment is situated and which is included in the computation of super areas.

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. While calculating the super area except for the areas shown as vendor retained. The list of common areas and facilities is as under:-

A. General Facilities for the entire Complex:

- (i) Electrical Mechanical services such as:
Electrical Substation,
Pump Room,
STP;
- (ii) Maintenance Room / Services rooms for the above mentioned systems;
- (iii) Guard Posts;
- (iv) Access spaces on basements and Electrical & Mechanical services;
- (v) Miscellaneous service rooms as counted in calculation of saleable;
- (vi) Ground Floor/podium level/first floor Club building including gymnasium, music, SPA, Sauna, Steam, Jacuzzi, Couple massage room, Bar Lounge, Pantry, change room(s), Pool (kids) and hall etc. with swimming pool and related services;
- (vii) Children play areas and playing equipment for use and play only;
- (viii) Half Basket Ball Court for use and play;
- (ix) Badminton Court for use and play in basement services area;
- (x) Squash Court for use and play in basement services area;
- (xi) TT Room, C. Board for use and play;
- (xii) Amphitheatre/community Bar Be Que/Event Zone;
- (xiii) Open Gym/Sky Lounge/Fire Refuge;
- (xiv) Lighting in lobbies, staircase and corridors computed in super area;



- (xv) Landscaped area comprising of lawns, walk ways, footpaths and lighting/services thereof for use only as these are not included in computation of super area or conveyed in any manner.

The vendee(s) shall have undivided proportionate share in the above common areas and general facilities calculated in the ratio which the carpet area of the said premises bears to the total carpet area of premises in the said Complex.

- B. Common facilities for independent units of individual blocks:
- (i) Entrance Lobbies and circulation area at ground floor & stilts of respective tower only
 - (ii) Staircase and munties.
 - (iii) Lifts and Shafts
 - (iv) Lift Lobbies and lighting and Fire fighting equipments.
 - (v) Lift Machine Rooms.
 - (vi) Fire Staircases and Garbage collection rooms/chutes
 - (vii) Electrical/Plumbing/Fire Control Room/Fire Fighting System.
 - (viii) Utilities/ toilets with modular switches, bath fittings
 - (ix) Solar water heating.
 - (xi) Garbage shafts.
 - (xii) Fire hydrants, fire brigade inlet and Fire Stair Cases.
 - (xiii) D.G. Room / D.G. Sets as per the maximum actual load achieved by the complex
- C. Restricted Common Facilities for Apartment on same floor:
- i) Fire Hydrants with hose reel and cabinet,
 - ii) Portable Fire Extinguisher,
 - iii) Lift Lobbies,
 - iv) Passage,
 - v) Any other facilities of dwelling units as provided under the Delhi Apartment Ownership Act.
- D. Ownership defined/Vendor retained areas (not taken in Total Price and not to be conveyed):
- i) Business Centre,
 - ii) Recreational Club and Service Floors on top (39th and upwards levels),
 - iii) Fire Tower, its entrance lobby and basement aligned to commercial complex,
 - iv) Recreational Club on roof top, Service Floors including immediately below Top Floor, restaurants, Helipad, observatory decks, infinity pool or any other commercial facilities, souvenir sales facilities developed and created on the roof top/ top floor and on or below helipad,



- v) Entire land outside the footprint of the tower, TOD and future FAR & construction rights for the entire 0.97 hectare of residential land.
- vi) 3rd and below basement floors, including disaster shelter(s) [nuclear bunker(s)].