

Photograph  
Authorized Signatory

Photograph  
Vendee

PAN No. ( ) –

PAN No. (Vendee) –

### CONVEYANCE DEED

This CONVEYANCE DEED is made and executed at Gurugram (Haryana) on this the \_\_\_\_ day of  
\_\_\_\_ 20\_\_

### **BETWEEN**

**Dishita Infra Pvt. Ltd.** CIN No. U70200HR2012PTC046980) , a private limited company incorporated under the provisions of the Companies Act, 2013 and having its registered office at H.no. 26, Ground floor on Aakashneem Road, Sarhaul, DLF City Phase-II, Gurgaon-122008 PAN:- BVRPB1470L, through its authorized signatory Mr. Amit Yadav, Mr. Jatin bhagat & Mr. Sandeep authorized vide Board Resolution dated \_\_\_\_\_ hereinafter referred to as the owners and duly authorized representatives of co-owners (more particularly detailed in para 1.4 of Article 1 herein under), hereinafter collectively referred to as the “**Land Owners**”.

The expressions of the owners shall where the context so admits include their respective successors and administrators. The expression of Owner & Co-owners is collectively referred to as being the parties of First Part or First Party.

**AND**

Mr./Mrs./Ms. \_\_\_\_\_ S/W/D/o Shri \_\_\_\_\_ having PAN# \_\_\_\_\_  
R/o \_\_\_\_\_ hereinafter jointly and severally,

as the case may be referred to as the **VENDEE** the expression of which shall, unless it be repugnant to the context or meaning thereof, mean and include his/her/their heirs, executors, administrators, successors and/or legal representatives) of the **SECOND PART**.

(Hereinafter referred to as the '**Vendee**', the expression of which shall, unless it be repugnant to the context or meaning thereof, mean and include his/her/their heirs, executors, administrators, successors and/or legal representatives) of the **SECOND PART**.

The **Land Owners** and the **Vendee** are hereinafter referred individually as "Party" and collectively referred as "Parties".

**WHEREAS:**

- A. **WHEREAS** the Land Owners are sole, exclusive and absolute owners in possession of a land admeasuring 4.25 acres and thereabouts, bearing various Rect. no. 43, killa no. 11 (3-7), 19 (6-9), 20 (8-0), 21 (8-0), 22 (8-0), 23/1 (0-4), total land measuring 34 kanal 00 marla, to 4.25 Acres, situated in the revenue estate of Gopalpur, Sector-99A, Gurgaon, Haryana, more particularly described in the schedule hereunder, (hereinafter referred to as the "**Said Land**");
- B. **AND WHEREAS** the Land Owners (more particularly detailed in Para 1.4 of Article 1 herein under) have entered into collaboration agreements with M/s Dishita Infra Pvt. Ltd., even dated 24, June 2011, registered as at the office of the Sub-registrar Kadipur, Tehsil and District Gurugram, Haryana, for development of Residential colony on the terms and conditions as mentioned therein;
- C. **AND WHEREAS** the Land Owners have also executed General Power of Attorneys even dated Oct. 2019, registered as documents No. at the office of the Sub-registrar Kadipur, Tehsil and District Gurugram, Haryana, authorizing the M/s Dishita Infra Pvt. Ltd. to do all acts, deeds, matters and things and to exercise all power and authorities as may be necessary or expedient for the construction, development, marketing, sale and maintenance of the project;
- D. And whereas the promoter, M/s Dishita Infra Pvt. Ltd. had thus been entitled to develop the Said Land on the basis of ownership and collaboration agreements detailed above.
- E. That the respective executants of the collaboration agreements (detailed above) have also executed and registered power of attorneys in favor of the co-owner's M/s Dishita Infra Pvt. Ltd. authorizing the promoter to develop the said land as to further do and to have done all acts, deeds and things which may be required for development of the said land.

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- F. Further, pursuant to the rights and authority of M/s Dishita Infra Pvt. Ltd. qua land under its ownership and rights and authority granted to M/s Dishita Infra Pvt. Ltd. under Collaboration Agreements and powers of attorney mentioned aforesaid, M/s Dishita Infra Pvt. Ltd. has obtained a license from Department of Town and Country Planning, Haryana Government bearing no. 32 of 2023 in Sector 99A, Village Gopalpur, Tehsil Harsaru, District Gurugram, Haryana whereby M/s Dishita Infra Pvt. Ltd. is entitled to develop the Said Land into a Residential colony in Sector 99A, Village Gopalpur, Tehsil and District Gurugram, Haryana (hereinafter referred to as the license).
- G. That further First Party had also obtained the building plans of the proposed Project on the Said Land sanctioned from the concerned authorities vide memo no ZP-706/AD(RA)/2013/1989 dated 23.07.2018 by duly sanctioned by Chief Town Planner, Building Plan Approval Committee.
- H. The Vendee had inspected all documents including approvals/permissions granted to First Party by respective competent authorities, approved building /floor plans, calculations of common areas and documents related to rights, title and interest of First Party and confirms that he/she is fully satisfied with the rights, title and interest of the First Party in the aforesaid land and its authority to develop the Residential complex thereon;
- I. M/s Dishita Infra Pvt. Ltd. had executed "Agreement for Sale" dated \_\_\_\_\_ with the Vendee had agreed to sell Unit No.\_\_\_\_, Block \_\_\_\_, on \_\_\_\_\_ Floor, in the Residential complex having carpet area of \_\_\_\_\_ Sq. Ft. along with proportionate share of land underneath to the Vendee.
- J. M/s Dishita Infra Pvt. Ltd. will be responsible to give delivery of possession and the quality of the units developed by them and the Land Owners will not be responsible in any manner for the quality of dwelling units developed by the M/s Dishita Infra Pvt. Ltd.
- K. The Parties have now agreed to execute the present Conveyance Deed and to register the same with the appropriate authority, before the delivery of possession of a Residential Unit (hereinafter defined in Schedule I) subject to payment of stamp duty, registration charges, legal expenses and other incidental expenses by the Vendee.
- L. The Parties represent and warrant to each other that they have the authority to enter into and perform under this Conveyance Deed; and the Parties have agreed to honour the covenants of this Conveyance Deed subject to the terms and conditions of the aforesaid.

**NOW, THEREFORE, FOR THE GOOD AND VALUABLE CONSIDERATION SETFORTH HEREIN, THE PARTIES HERETO AGREE, DECLARE AND COVENANT AND THIS CONVEYANCE DEED WITNESSETH AS FOLLOWS:**

**ARTICLE 1: DEFINITION**

FOR DISHITA INFRA PVT. LTD.  
*[Signature]*

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- 1.1. **'Conveyance Deed'** shall mean this Conveyance Deed, which is entered into between the First Party and the Vendee.
- 1.2. **'Agreement for sale'** shall mean agreement entered by the First Party and Vendee for allotment of a Residential Unit.
- 1.3. **'Allotment Letter'** shall mean letter issued by First Party to the Vendee against their application for allotment of a Residential Unit.
- 1.4. **"LAND OWNERS"** shall mean, Sh. Jagdish Chand S/o Sh. Ramsroop
- 1.5. **'Consideration'** shall mean & include lease rent, premium, any kind of payment made under the Conveyance and all future payments as demanded by the Government Authorities in connection with the present Conveyance which the Vendee hereby undertakes to pay in terms of present Conveyance deed.
- 1.6. **'Association'** shall mean the body to be created by the Vendee of the Units.
- 1.7. **'Residential Complex'** shall mean land admeasuring 4.25 acres situated in Sector 99A, Village Gopalpur, Tehsil-harsaru Distt. Gurugram, Haryana titled as "\_\_\_\_\_".
- 1.8. **'Maintenance Agency'** shall mean the nominated agency appointed by the First Party from time to time for undertaking maintenance activities of the Residential complex.
- 1.9. **'Maintenance Agreement'** shall mean the agreement to be entered on the date of execution of this Agreement between the First Party or its nominated agency and Vendee.
- 1.10. **'Completion Certificate'** shall mean certificate issued by Authority on completion of the Building Block, which is received on \_\_\_\_\_ from \_\_\_\_\_.
- 1.11. **'Unit'** shall mean each unit of residency in the clusters, expressly defined hereinafter in the Schedule I.

## 2. **INTERPRETATION:**

- 2.1 This Conveyance Deed constitutes valid and legally binding obligations of the Parties, enforceable in accordance with its respective terms.
- 2.2 Any reference in this Conveyance Deed to any statute or statutory provision shall be construed as including a reference to that statute or statutory provision as from time to time amended, modified, extended or re-enacted whether before or after the date of this Conveyance Deed and to all statutory instruments, orders and regulations for the time being made pursuant to it or deriving validity from it.

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- 2.3 The headings/captions of the clauses of this Conveyance Deed are intended for convenience only and shall not in any way affect the meaning or construction of any provision therein.
- 2.4 The singular shall include the plural and vice versa and words denoting gender shall include all genders;
- 2.5 References to any agreement shall be construed as references to that agreement as it may be modified, novated, amended or supplemented from time to time;
- 2.6 When any number of days is prescribed in any document, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day does not fall on a business day in India, in which case the last day shall be the next succeeding day which is a business day;
- 2.7 Any references to day or month shall mean a reference to a calendar month as per the Gregorian calendar; and.
- 2.8 Any reference to any period of time shall mean a reference to that according to Indian Standard Time;
- 2.9 The use of the word "including" followed by a specific example/s in this Conveyance Deed shall not be construed as limiting the meaning of the general wording preceding it;
- 2.10 Save and except as provided hereunder, this Conveyance Deed, including the recitals, attachments and annexure hereto which are incorporated herein by this reference, constitute the complete and exclusive agreement between the Parties with respect to the subject matter hereof, and supersede and replace any and all prior or contemporaneous, communications, discussions, negotiations, understandings and agreements, written and oral, regarding such subject matter.
- 2.11 The schedules and recitals to this Conveyance Deed form an integral part of this Conveyance Deed and will be in full force and effect as though they were expressly set out in the body of this Conveyance Deed.
- 2.12 References to recitals, articles, clauses, sub-clauses, paragraphs, or schedules in this Conveyance Deed shall, except where the context otherwise requires, mean references to recitals, articles, clauses, sub-clauses and schedules of or to this Conveyance Deed, and reference to a paragraph shall, subject to any contrary indication, be construed as a reference to a paragraph of this Conveyance Deed or of the schedule in which such reference appears;
- 2.13 Time shall be of the essence in the performance of the Parties respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence;

2.14 Any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Conveyance Deed from or by any Party shall be valid and effective only if it is in writing under the hand of a duly authorized representative of such Party, as the case may be, in this behalf and not otherwise;

2.15 The several documents forming this Conveyance Deed are to be taken as mutually explanatory to one another and, unless otherwise expressly provided elsewhere in this Conveyance Deed, the priority of the following documents shall in the event of any conflict between them be in the order they are set out:

(i) This Conveyance Deed

(ii) all other agreements or documents forming part hereof or referred to herein;

i.e., document at (i) above shall prevail over the documents at (ii) above.

### 3. **ACKNOWLEDGEMENT OF CONSIDERATION AND SALE OF UNIT**

3.1. In pursuance of this Conveyance Deed and the consideration paid by the Vendee as premium to the First Party as described in the Schedule III hereunder (receipt whereof the First Party doth hereby admit and acknowledge), the First Party hereby grant, demise and sell unto the and in favour of the Vendee all that piece and parcel of the Unit \_\_\_\_, Tower \_\_\_\_, Floor \_\_\_\_, in the Residential complex known as "\_\_\_\_\_" (hereinafter referred to as '**Complex**') having Carpet Area \_\_\_\_\_ Sq. Ft. along with proportionate share of land underneath, together with all ways, paths, passages, rights, liberties, privileges, easements, benefits and advantages or lights or water courses appendages and appurtenances whatsoever to the said Unit mentioned in the Schedule I hereunder to hold the same unto and to the use of the Vendee and his/her/their successors, heirs, assigns, executors, administrators absolutely and forever subject to the exceptions, reservations, conditions and covenants hereinafter contained in each of them.

3.2. It is agreed by the Parties that in the event any Charges are levied after execution of this Conveyance Deed by the Government Authorities - then the same shall be payable by the Vendee directly to the government authorities, as and when required. However, if such charges are raised on the First Party by the government, such charges shall be payable by the Vendee to the First Party on pro rata basis.

### 4. **The Vendee doth hereby covenants with the First Party as follows: -**

4.1. The Vendee declares and confirms that he/she shall strictly observe and abide by the conditions, directions, issues and regulations of the First Party set out hereunder and agrees and undertakes not to commit any breach thereof so far as it affects the



- 2.3 The headings/captions of the clauses of this Conveyance Deed are intended for convenience only and shall not in any way affect the meaning or construction of any provision therein.
- 2.4 The singular shall include the plural and vice versa and words denoting gender shall include all genders;
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- 2.10 Save and except as provided hereunder, this Conveyance Deed, including the recitals, attachments and annexure hereto which are incorporated herein by this reference, constitute the complete and exclusive agreement between the Parties with respect to the subject matter hereof, and supersede and replace any and all prior or contemporaneous, communications, discussions, negotiations, understandings and agreements, written and oral, regarding such subject matter.
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health, safety or convenience of other inhabitants of the Complex and further undertake not do any act or things whereby the present conveyance deed be endangered or cancelled or terminated.

- 4.2. To observe and perform and comply with all the terms, covenants and stipulations contained in this Conveyance Deed for proper habitation, use and enjoyment of the Unit exclusively and common parts of the Complex along with the vendee's of other units.
- 4.3. The Vendee shall be entitled to transfer / assigns/sublet its interest in the Unit, subject to prior written consent of the First Party, provided the subsequent transferee shall comply with all the terms, conditions, and obligations of the Vendee stated under this Conveyance Deed and be solely responsible and liable for all legal, monetary or any other consequences that may arise from such assignments.
- 4.4. The Vendee shall from time to time and at all times pay directly to the Government Agency/Semi Government Agency/ Municipality etc, existing or to exist in future all rates, taxes, charges, demands, liabilities and assessments of every description which are now or may at any time hereafter during the validity of this Conveyance Deed be assessed, charged or imposed upon said Unit.
- 4.5. The Vendee shall not raise any construction temporary or permanent in the balconies/ terraces / open spaces attached to the said Unit, make any alteration and addition, subdivide, or amalgamate the same.
- 4.6. The Vendee will not carry on or permit to be carried on, in the said Unit any trade or business whatsoever or use the same or permit the same to be used for any purpose other than Residential or to do or to be done therein any act or thing whatsoever which in the opinion of the First Party may be nuisance, annoyance or disturbance to the other owners of the said Complex and persons living in neighborhood. In case damage is caused to adjacent unit/flat or common area, the Vendee will get the same repaired at its own cost.
- 4.7. The Vendee may get insurance of the contents lying in the said Unit at his/her/their own cost and expenses. The Vendee shall not keep any hazardous, explosive, inflammable material in the said Unit or any part thereof. The Vendee shall always keep the First Party or its maintenance agency or resident association/society harmless and indemnified for any loss and/or damages in respect thereof.
- 4.8. That the Vendee shall, after receiving the possession of the Unit, be solely responsible to maintain the said Unit at his/her own cost, in a good condition and shall not do or cause to be done anything in or to the said Residential complex or the said Unit, or the staircases, lifts, common passages, corridors, common areas, atrium or the compound which may be in violation of any Laws or Rules of any Authority. The Vendee further agrees that he/she shall not change, alter or make additions to

the said Unit and keep the said Unit, its walls and partitions, sewers, drains, pipes and appurtenances thereto in good and tenantable condition.

- 4.9. The Vendee shall abide by the laws of the land, including the local laws and directions of the statutory authorities. In case any penalty or fine is imposed by any government/statutory or other local authority for violations of any law by the Vendee, the same shall be paid by the Vendee.
- 4.10. The Vendee shall not in any manner whatsoever encroach upon any of the common areas, limited use areas and shall also have no rights to use the facilities and services not specifically permitted. All unauthorized encroachments or temporary/permanent constructions carried out in the said Unit or on car parking space by the Vendee shall be liable to be removed at his/her/their cost by the any government agency or department & the First Party.
- 4.11. The Vendee shall not put any name or sign-board, neon light, publicity or any kind of advertisement material, hoarding, hanging of clothes etc at the exterior façade of said Unit or building or anywhere on the exterior or on common areas or on road of the said building Complex.
- 4.12. The Vendee shall not remove any walls of the said Unit including load bearing walls and all the walls/ structures of the same shall remain common between the Vendee and owners of the adjacent units. The Vendee shall not harm or cause any harm or damage or demolish or caused to be demolished or remove the external façade of the building, peripheral walls, front, side and rear elevations of the said Unit in any form or shall at any time make or cause to be made any new construction of whatever nature in the said building or in the said Complex or any part thereof. The Vendee shall not change the colour scheme of the outer walls or painting of exterior side of the doors and windows and shall not carry out any changes in the exterior elevation and design. The Vendee shall not make any addition or alterations of the said Unit without the previous consent in writing of the First Party and the local authority which controls the development of the said land area.
- 4.13. The Vendee shall abide by the terms and condition of the Maintenance Agreement to be executed with the nominated agency from time to time and will adhere to the payment schedule of such maintenance agency.
- 4.14. The Vendee undertakes not to sell/transfer/deal/assign or create any third-party interest in the reserved parking space that has been permitted by the First Party to be utilized by the Vendee. The Vendee acknowledges and agrees that the First Party & any government agency / department will be entitled to demolish any construction raised in the parking space on the cost and expenses of the Vendee if the allotted parking space is used for any purpose other than as permitted. The parking space cannot be under any circumstances be transferred/sold or otherwise dealt with independent of the unit in question.

health, safety or convenience of other inhabitants of the Complex and further undertake not do any act or things whereby the present conveyance deed be endangered or cancelled or terminated.

- 4.2. To observe and perform and comply with all the terms, covenants and stipulations contained in this Conveyance Deed for proper habitation, use and enjoyment of the Unit exclusively and common parts of the Complex along with the vendee's of other units.
- 4.3. The Vendee shall be entitled to transfer / assigns/sublet its interest in the Unit, subject to prior written consent of the First Party, provided the subsequent transferee shall comply with all the terms, conditions, and obligations of the Vendee stated under this Conveyance Deed and be solely responsible and liable for all legal, monetary or any other consequences that may arise from such assignments.
- 4.4. The Vendee shall from time to time and at all times pay directly to the Government Agency/Semi Government Agency/ Municipality etc, existing or to exist in future all rates, taxes, charges, demands, liabilities and assessments of every description which are now or may at any time hereafter during the validity of this Conveyance Deed be assessed, charged or imposed upon said Unit.
- 4.5. The Vendee shall not raise any construction temporary or permanent in the balconies/ terraces / open spaces attached to the said Unit, make any alteration and addition, subdivide, or amalgamate the same.
- 4.6. The Vendee will not carry on or permit to be carried on, in the said Unit any trade or business whatsoever or use the same or permit the same to be used for any purpose other than Residential or to do or to be done therein any act or thing whatsoever which in the opinion of the First Party may be nuisance, annoyance or disturbance to the other owners of the said Complex and persons living in neighborhood. In case damage is caused to adjacent unit/flat or common area, the Vendee will get the same repaired at its own cost.
- 4.7. The Vendee may get insurance of the contents lying in the said Unit at his/her/their own cost and expenses. The Vendee shall not keep any hazardous, explosive, inflammable material in the said Unit or any part thereof. The Vendee shall always keep the First Party or its maintenance agency or resident association/society harmless and indemnified for any loss and/or damages in respect thereof.
- 4.8. That the Vendee shall, after receiving the possession of the Unit, be solely responsible to maintain the said Unit at his/her own cost, in a good condition and shall not do or cause to be done anything in or to the said Residential complex or the said Unit, or the staircases, lifts, common passages, corridors, common areas, atrium or the compound which may be in violation of any Laws or Rules of any Authority. The Vendee further agrees that he/she shall not change, alter or make additions to

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the said Unit and keep the said Unit, its walls and partitions, sewers, drains, pipes and appurtenances thereto in good and tenantable condition.

- 4.9. The Vendee shall abide by the laws of the land, including the local laws and directions of the statutory authorities. In case any penalty or fine is imposed by any government/statutory or other local authority for violations of any law by the Vendee, the same shall be paid by the Vendee.
- 4.10. The Vendee shall not in any manner whatsoever encroach upon any of the common areas, limited use areas and shall also have no rights to use the facilities and services not specifically permitted. All unauthorized encroachments or temporary/permanent constructions carried out in the said Unit or on car parking space by the Vendee shall be liable to be removed at his/her/their cost by the any government agency or department & the First Party.
- 4.11. The Vendee shall not put any name or sign-board, neon light, publicity or any kind of advertisement material, hoarding, hanging of clothes etc at the exterior façade of said Unit or building or anywhere on the exterior or on common areas or on road of the said building Complex.
- 4.12. The Vendee shall not remove any walls of the said Unit including load bearing walls and all the walls/ structures of the same shall remain common between the Vendee and owners of the adjacent units. The Vendee shall not harm or cause any harm or damage or demolish or caused to be demolished or remove the external façade of the building, peripheral walls, front, side and rear elevations of the said Unit in any form or shall at any time make or cause to be made any new construction of whatever nature in the said building or in the said Complex or any part thereof. The Vendee shall not change the colour scheme of the outer walls or painting of exterior side of the doors and windows and shall not carry out any changes in the exterior elevation and design. The Vendee shall not make any addition or alterations of the said Unit without the previous consent in writing of the First Party and the local authority which controls the development of the said land area.
- 4.13. The Vendee shall abide by the terms and condition of the Maintenance Agreement to be executed with the nominated agency from time to time and will adhere to the payment schedule of such maintenance agency.
- 4.14. The Vendee undertakes not to sell/transfer/deal/assign or create any third-party interest in the reserved parking space that has been permitted by the First Party to be utilized by the Vendee. The Vendee acknowledges and agrees that the First Party & any government agency / department will be entitled to demolish any construction raised in the parking space on the cost and expenses of the Vendee if the allotted parking space is used for any purpose other than as permitted. The parking space cannot be under any circumstances be transferred/sold or otherwise dealt with independent of the unit in question.

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- 4.15. The Vendee shall pay all additional deposits, charges for bulk supply of electrical energy, any amount spent towards additional transformers, sub-stations or any transmission line to the Complex, additional cost for environment & pollution control board norms compliance as may be demanded by the First Party from time to time.
- 4.16. The Vendee shall on payment of applicable fee from time to time have to become member of the community center club to be established and run by First Party in the said Complex, in accordance with rules and regulations of the club.
- 4.17. The Vendee residing outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, RBI Act and Rules/Regulations/Notifications/Guidelines made/issued thereunder and all other applicable laws including that of remittance of payment, acquisition/sale/transfer of immovable properties in India. Whenever there is any change in the Residential status of the Vendee subsequent to the signing of this Conveyance Deed, it shall be sole responsibility of the Vendee to intimate the same in writing to the First Party immediately.
- 4.18. The Vendee acknowledges and agrees to abide by and comply with the house rules or such rules and notifications issued from time to time by the nominated Agency in the interest of the upkeep, cleanliness, security and maintenance of the Complex and in order to ensure that all other Vendee's are able to utilize and enjoy the use and occupation of their respective unit(s).
- 4.19. At the time of taking possession Vendee has fully satisfied himself/themselves regarding the quality and workmanship of construction. The Vendee agrees and acknowledges that the First Party shall not be liable or responsible to the Vendee for any claims, loss and expenses made subsequent to determination of the quality and workmanship by the Vendee.
- 4.20. The Vendee further undertakes to pay the maintenance charges to the nominated maintenance agency as per the bills raised without any default.

**5. The First Party doth hereby covenant with the Vendee as follow:**

- 5.1. Upon payment of the consideration and other amounts hereby made payable by Vendee and on observing and performing the covenants, terms and conditions herein contained, the Vendee shall be allowed to enjoy and hold peaceably and quietly the said Unit without any interruption from the First Party or any person claiming through / under trust of the First Party.
- 5.2. Except the said Unit transferred herein and all common easementary rights attached therewith, common areas including the unallotted terrace/roof, unreserved open and covered parking space, club and facilities therein, storage areas etc., the entire



unallotted area shall remain the property of the First Party and the same shall always deemed to be in possession of the First Party.

- 5.3. The First Party shall observe and perform all other covenants under the Conveyance Deed and shall not do any act or things whereby the Conveyance Deed may in any manner be endangered or cancelled.

6. **Provided always and it is hereby expressly agreed and declared by and between the Parties hereto as follows:**

- 6.1 Parties understand and confirm that time is the essence of this Conveyance Deed and agree to fulfill/ discharge their respective obligations under the agreed time schedule.
- 6.2 That the First Party reserves the right to give on lease or hire any part of the top roof/terraces above the top floor (except terraces forming a part of penthouse(s) of the said Complex) for installation and operation of communication/telecommunication devices or to use/hire lease the same for advertisement purposes or for any other purpose and can also raise further construction as per approved plans on the terrace and the Vendee agrees that he/she shall not object to the same and make any claims on this account or create any hindrance.
- 6.3 The Vendee irrevocably agrees to become a member of the Association when formed and undertakes to observe and comply with all rules, regulations, and bye laws of such Association.

7. **Maintenance Services**

- 7.1. Parties acknowledge and mandates that the First Party shall undertake the responsibility of providing necessary maintenance services directly or through its nominated agency (hereinafter referred to as "Maintenance Agency").
- 7.2. The Vendee hereby irrevocably agrees to execute 'Maintenance Agreement' with the Maintenance Agency at the time of taking over the possession of the said Unit.
- 7.3. The Vendee acknowledges and agrees to abide by and comply with any rules and notifications issued from time to time by the Maintenance Agency in the interest of the upkeep, cleanliness, security and maintenance of the Complex, in order to ensure that all other vendee's are able to utilize and enjoy the use and occupation of their respective unit(s). Any non-compliance with any such rules and notifications would amount to an event of default by the Vendee. The Vendee further undertakes to abide by all the terms and conditions of the Maintenance Agreement. The Maintenance Agency reserves the right to change, modify, amend or impose, from time to time, additional conditions in the Maintenance Agreement at its discretion.

For DISHITA INFRA PVT. LTD.

*Amit yoh*  
Authorised Signatory



- 7.4. The Maintenance Agency shall carry out the maintenance of common services and facilities pertaining to the said Complex and the Vendee expressly agrees to pay all charges and dues as may be demanded from time to time by the Maintenance Agency for maintenance of common services and facilities as mentioned in the Third Schedule. Failure to do so shall entitle the Maintenance Agency to take appropriate steps as stated under the Maintenance Agreement including stopping the services like water supply and power backup etc.
- 7.5. The First Party or Maintenance Agency shall determine the rate of maintenance charges from time to time and demand the same on pro-rata basis from the Vendee and the Vendee undertakes to pay the maintenance charges from the date of notice of possession.

8. **Events of Default and Consequences**

- 8.1. It is agreed that any default, breach of covenants, or non-compliance of any of the terms and conditions of this Conveyance Deed shall be deemed to be an event of default and shall attract consequences stipulated herein. Some of the indicative events of default, inter-alia, are as follows:
- 8.1.1 Use of Unit for any purposes other than the purposes permitted hereunder by the Vendee.
- 8.1.2 Failure to make payments of any increased charges to government authorities within 15 days of due date. Failure to pay registration fee, any incidental charges, any increases in security or any other charges, taxes, etc as may be notified and demanded by the First Party from time to time.
- 8.1.3 Failure to enter into Maintenance Agreement and/or to pay maintenance charges, as may be demanded by the Maintenance Agency;
- 8.1.4 Dishonor / stoppage of payment of cheque(s) including post dated cheques given by the Vendee for any reason whatsoever;
- 8.1.5 Any breach of the terms and conditions of this Conveyance deed.
- 8.2. Upon occurrence of any of the event(s) of default by arising or relating to the acts/omissions of the Vendee, First Party shall, subject to the specific consequences and remedies provided for a particular default, decide the consequences of default(s). For events of default, the consequences of which are not specifically provided, the First Party may, at its sole discretion, prefer the followings:
- 8.2.1 Terminate/cancel the Conveyance Deed by serving notice to the Vendee of 30 days and specifying the grounds of termination/cancellation; or

8.2.2 If the First Party elects not to terminate/cancel this Conveyance Deed, the First Party shall give thirty (30) days' notice to the Vendee to cure/rectify the default on such terms and conditions as may be specified in that notice of termination/cancellation. The Vendee agrees that if the default is not cured/rectified within the stipulated, this Conveyance Deed shall be automatically cancelled without any further notice period;

8.3. The Vendee agrees that upon such cancellation, the Vendee shall immediately vacate the Unit and hand over vacant possession of the Unit in the same condition in which it was received (normal wear and tear subjected) to the First Party. The First Party shall upon receipt of the vacant possession conduct inspection of the Unit to determine the condition of the Unit. The Vendee shall pay all payments for the utilities, charges, expenses, etc. payable under this Conveyance Deed until the last day of occupation of the Unit. The First Party shall be entitled to make deductions from the security of any outstanding and due amounts payable by the Vendee under this Conveyance Deed. The First Party shall refund the remaining portion of the security (after making the deductions if any) to the Vendee within and by 30 days from the date of handing over vacant possession by the Vendee. Upon cancellation of the Conveyance all the rights, title and interest of the Vendee shall cease to exist with respect to the Unit thereof.

8.4. The exercise of above remedies is without prejudice to the other rights of the First Party.

9. **Indemnity**

9.1. The Vendee shall fully indemnify, defend, save and hold harmless the First Party and their officers, servants, agents against any and all suits, proceedings, actions, demands and claims from third parties for any loss, damage, cost and expense of whatever kind and nature, arising out of or relating to the acts or omissions of the Vendee including any breach by this Conveyance Deed or any of its obligations under this Conveyance Deed or any related agreement. If any suit, action, claims or proceedings, a temporary restraint order or preliminary injunction is granted, the Vendee shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the revocation or suspension of the injunction or restraint order.

9.2. The Vendee shall fully indemnify, hold harmless and defend the First Party from and against any and all loss and/or damages arising out of or with respect to failure of the Vendee to comply with the applicable laws and applicable permits, payment of taxes, dues, charges, etc required to be made by the Vendee in respect grant of conveyance of the Unit to the Vendee.

10. **Miscellaneous**

For DISHITA INFRA PVT. LTD.

  
Authorised Signatory

- 10.1. This Conveyance Deed is binding upon, and insures to the benefit of and is enforceable by the Parties and their respective legal representatives, assigns and successors in interest.
- 10.2. Any amendments, variation, modification or changes to this Conveyance Deed will be in writing and will not be effective until executed & signed by the authorized representatives of all the Parties.
- 10.3. Each Party agrees not to publish or disclose the existence or term of this Conveyance Deed to any third party without the prior written consent of the other except as required by law. In particular, no press release shall be made without the mutual written consent of each Party.
- 10.4. It is mutually agreed that in the performance of all duties by each Party under this Conveyance Deed, time is of the essence. However, performance of duties hereunder may be impeded by occurrences beyond the control of any Party. Events such as flood, earthquake, hurricane, tornado, blizzard and other natural disasters; fire, riot, war or civil disturbance; and similar events shall excuse the affected Party from performance of services impeded by such event(s) save and except any liability to make payments under this Conveyance Deed (for the periods prior to the occurrence force majeure event). Nevertheless, each Party has a duty to use reasonable efforts to prevent or mitigate such impediments. In case, the Party affected by a force majeure event is unable to perform its obligations, then the affected Party shall forthwith notify in writing to the other Party the same. On receipt of a written notice from the Party whose performance is affected by the event of Force Majeure to the other Party, the performance of obligations of the affected Party shall remain suspended till such time as event of force majeure is remedied. In the event that any such force majeure shall continue for more than 30 days, then the Parties may mutually decide the next course of action.
- 10.5. If at any time any provision of the Conveyance Deed is or becomes illegal, invalid or unenforceable in any respect, which shall not affect or impair the legality, validity or enforceability of any other provision of this Conveyance Deed and this Conveyance Deed shall be given effect as if the invalid, illegal or unenforceable provision had been deleted. Any invalid or unenforceable provision of this Conveyance Deed shall be replaced with a provision that is valid and enforceable and most nearly gives effect to the original intent of the invalid / unenforceable provision. However, if the affected provision is so fundamental to this Conveyance Deed that one or more of the essential elements of this Conveyance Deed is removed, then in that case the Parties may mutual decide future course of action.
- 10.6. At all times after the date hereof the Parties shall execute all such documents and do such acts, deeds and things as may reasonably be required for the purpose of giving full effect to this Conveyance Deed.

- 10.7. All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Conveyance Deed shall be in English Language. Any notices, payment, demand or communication required or permitted to be given by the provisions of this Conveyance Deed shall be made in writing and will be effective on the date of receipt if sent and delivered to the address mentioned above for the respective Parties.
- 10.8. A notice or demand served by registered speed post acknowledgement due or courier shall be deemed duly served 48 (forty eight) hours after posting and in proving service of the same it will be sufficient to prove, in the case of a letter, that such letter was sent properly by registered post, addressed and placed in the post and in case of courier that the letter was addressed and delivered to the courier company at the address referred to above duly supported by proof of delivery and in the case of an email or any other form of electronic correspondences, the same shall be considered valid and sufficient if the sender produces a copy of the mail with the remark sent. It is further agreed between the Parties that in case of any change in the address and/or email ids of a Party, as provided herein above, shall be duly intimated in writing by such Party to the other Party through a letter.
- 10.9. The failure of either Party to this Conveyance Deed to object to or take affirmative action with respect to any conduct of the other which is in violation of the terms of this Conveyance Deed or waiver by the Vendee or First Party of any breach of any provision of this Conveyance Deed shall not be deemed to be a waiver of such provision or of any subsequent breach of same or of any provision of this Conveyance Deed, nor will it affect or impair the right to enforce those rights at a later time or to pursue remedies for any breach of those terms or conditions; except where it is clearly made in writing and signed by the Parties.
- 10.10. All disputes, differences, controversies or claims ('Dispute') arising between the Parties out of or in relation to or in connection with this Conveyance Deed, shall be settled amicably by their mutual negotiations and agreement. However, if, for any reason, such dispute cannot be resolved amicably by the Parties, the same shall then be settled by way of arbitration only and accordingly, shall be referred to a Sole Arbitrator, to be appointed by the Managing Director of the M/s Dishita Infra Private Limited, for settlement in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time, or any subsequent enactment or amendment thereto. The Parties hereby expressly consent and agree that all arbitration proceedings shall be conducted at Delhi. Any decision or award resulting from arbitration shall be final and binding upon the Parties. The fees and expenses of the arbitrator and all other expenses of the arbitration shall be initially borne and paid by respective Parties subject to determination by the Arbitrator. The Arbitrator may provide in the arbitral award for the reimbursement to the prevailing Party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by such Party.

For DISHITA INFRA PVT. LTD.

*Amit Yadav*  
Authorised Signatory

10.11. This Conveyance Deed shall be governed by and interpreted, construed and enforced pursuant to and in accordance with the laws of India and Parties hereby expressly consent and agree that the Courts at Delhi, shall alone have the jurisdiction in all matters arising out of or concerning this Conveyance Deed regardless of the place of execution of this Conveyance Deed.

10.12. This Conveyance Deed may be executed in Two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have put their respective hands and seals on the day and year hereinabove first mentioned.

SIGNED, SEALED AND DELIVERED by the FIRST PART

(Landowners)

Through its Authorized Signatory

Mr. \_\_\_\_\_

SIGNED AND DELIVERED by the SECOND PART

(Vendee (s))

Mr. \_\_\_\_\_ S/o Shri \_\_\_\_\_

For DISHTA INFRA PVT. LTD.  
*Amit Yadav*  
Authorised Signatory

**SCHEDULE OF LAND**

**(Description of the Scheduled Land)**

Name of Revenue Village and Tehsil	Khata No.	Area (in Acres)
Village Gopalpur Tehsil Harsaru, Distt. Gurugram	Rect. no. 43, killa no. 11 (3-7), 19 (6-9), 20 (8-0), 21 (8-0), 22 (8-0), 23/1 (0-4) total land measuring 34 kanal 00 marla) total admeasuring to 4.25 Acres	4.25
	Total Area	4.25

The piece and parcel of the plot of land in site is bounded on the: -

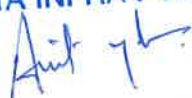
In North: \_\_\_\_\_

In South: \_\_\_\_\_

In East: \_\_\_\_\_

In West: \_\_\_\_\_

For DISHITA INFRA PVT. LTD.



Authorised Signatory



**THE SCHEDULE I HEREINABOVE REFERRED TO**

**Part 1**

**(Description of the Unit)**

- (i) Unit No. \_\_\_\_\_
- (ii) Floor No. \_\_\_\_\_
- (iii) Block / Building No. \_\_\_\_
- (iv) Parking No. \_\_\_\_
- (v) Type \_\_\_\_\_
- (vi) Carpet Area \_\_\_\_\_ **sq. ft**
- (vii) Exclusive balcony area of \_\_\_\_\_ **sq. ft.;**
- (viii) Built Up Area \_\_\_\_\_ **sq. ft.;**

**For DISHITA INFRA PVT. LTD.**

*Amit Yadav*  
**Authorised Signatory**

**SCHEDULE 1**

**Part 2**

**(Unit Plan with Floor Plan)**

For DISHITA INFRA. PVT. LTD.

*Ant y*

Authorised Signatory

FOR DISHTA INFRA PVT. LTD.  
Authorised Signatory

FOR DISHTA INFRA PVT. LTD.

*Amit y sh*  
Authorised Signatory

THE SCHEDULE II HEREINABOVE REFERRED TO

**(Common expenses)**

- a) The expenses of maintain, repairing, decorating the main structure and in particular the road gutters, drains, water-pipes, electric wire in under or upon the building and/or the complex and enjoyed or used by the Vendee in common with vendee's of other units and the main entrance, passages, landing and staircases of the building and the boundary walls of the complex etc.
- b) The costs of cleaning and lighting the streets, passages landings, staircases and other parts of the building and the complex as to be enjoyed or used by the Vendee in common as aforesaid.
- c) The cost of the salaries of care-taker, clerk, bill collectors, chowkidars, sweepers, gardeners, plumbers, electricians and other services providers etc. on proportionate basis.
- d) The cost of the working and maintenance of water pumps and other light and service charges.
- e) Municipal and other taxes.
- f) Cost of water meter or electric meters and/or any deposit for water or, electricity used for common services.
- g) The cost of the working and maintenance of sewerage treatment plant, parks, gardens, greenery etc.
- h) Such other expenses as are necessary or incidental for the maintenance of the complex including office expenses and community gathering expenses etc.
- i) All other deposits, expenses payable under any of the clause of the Conveyance Deed.

For DISHITA INFRA PVT. LTD.  
  
Authorised Signatory

**THE SCHEDULE III HEREINABOVE REFERRED TO**

**(Receipt)**

Received from the within named Vendee and aggregate sum of Rs. \_\_\_\_\_ /- (Rupees  
\_\_\_\_\_ **Only**) towards cost of the unit.

**IN WITNESS WHEREOF** The parties hereto have set and subscribed their respective hands and seals  
hereto on the day month and year first above written.

Signed and delivered by the with First Party

Authorized Signatory

**For DISHITA INFRA PVT. LTD.**

*[Signature]*  
Authorized Signatory

Signed and delivered by the within named Vendee.

Signatures:

Name: Mr. \_\_\_\_\_

Witnesses:-

Signature:

Name:

Address:

Signature:

Name:

Address:

For DISHITA INFRA PVT. LTD.  
*[Signature]*  
Authorised Signatory

For DISHITA INFRA PVT. LTD.