

CONVEYANCE DEED

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| 1. Type of Deed | : | CONVEYANCE DEED |
| 2. Village/ City (Name & Code) | : | _____ |
| 3. Segment/ Block (Name & Code) | : | _____ |
| 4. Type of Property | : | _____ |
| 5. Area | : | Area: _____sq.ft |
| 6. Transaction Value | : | Rs. _____/- |
| 7. Stamp Duty | : | Rs. _____/- |
| 8. E-Stamp Certificate No. & Date | : | _____ |
| 9. Certificate issued by | : | _____ |

This DEED OF CONVEYANCE (“Conveyance Deed”) is made at _____ on this ____ day of _____, 20....

BY AND BETWEEN

M/s. DSK Realtors Pvt. Ltd. a company incorporated and existing under the Companies Act, 1956, having its registered office at Splendor Forum, 5th Floor, Jasola District Centre, New Delhi – 110025 and branch office at _____ Amritsar, Punjab (PAN No.----- acting through its Authorized Signatory, Mr./Ms -----Details) who have been duly authorized by the Board of Directors of the Company, vide its Board Resolution dated _____ to sign and execute this Arrangement and to do all acts, deeds and things incidental thereto (hereinafter referred to as “the Developer/Vendor” which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors, subsidiaries, nominees, executors and permitted assigns) of One Part;

AND

Mr. _____ (Aadhaar No. _____), S/o Mr. _____ resident _____ (hereinafter referred to as the ‘Vendee’, which expression unless excluded by or repugnant to the context or meaning thereof, shall mean and include his/her heirs, attorneys, executors, administrators, successors, legal representatives and all those claiming through him/her).

The Developer/Vendor and the Vendee are hereinafter individually referred to as the ‘Party’ and collectively referred to as the ‘Parties’.

WHEREAS

- A. The Promoter is the absolute and lawful recorded owner and otherwise sufficiently entitled to and having possession of portion/parcels of land [khasra nos./survey nos.] [____totally admeasuring 151.445 Acres situated at Village Heir, Meerakot Kalan and Bal, Ajnala Road Tehsil & District Amritsar, Punjab, vide various sale deed(s) / agreement to sell duly executed / registered in favour of the Promoter. For details of project land, Please Refer "**Annexure - I Project Land**" attached herewith ("**Said Land**")];
- B. The Said Land is earmarked for the purpose of setting up of a Residential Colony namely “AERO CITY” comprising of residential / commercial plot(s) of various dimensions & sizes and [insert any other components of the Projects] and ("**Project**");
- C. Amritsar Development Authority (ADA) has issued Letter of Intent bearing No.ADA/CA/ASR/S-3/2018/14033 dated 26/09/2018 to the Promoter for setting up the Project and the licence for setting up the Project has been granted by the ADA vide _____ ;

- D. The final layout plan approvals Land admeasuring approximately _____Acres for the Said Project has been approved/sanctioned by the Competent Authority, vide its letter bearing no._____. The terms and conditions of the related documents in respect thereof executed between the Vendor and the Competent Authority will ipso facto be applicable to the Purchaser(s)/Vendee(s).
- E. The Vendor is developing the Project and has accordingly allotted various residential plots of different sizes to prospective Purchaser(s).
- F. The Promoter has got registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Punjab on ----- under registration No. -----.
- G. The Vendee(s) after inspecting, checking and verifying all the ownership records, title documents, approvals/licenses, sanctions, plans pertaining to Project Land and after having completely satisfied himself/herself/themselves with the same had booked Residential Plot No.____, Block-____, admeasuring_____, falling in _____, Punjab (hereinafter referred to as the "Said Plot").
- H. Subsequently the Said Plot was allotted by the Vendor to the Vendee(s) and thereafter the Parties had also entered into a Agreement to sale executed on dated:____(hereinafter referred to as the "Arrangement") whereby the Vendor had upon the request of the Vendee(s) agreed to sell/transfer/convey the Said Plot No.____, Block-____, admeasuring _____, falling in _____, Punjab as hereinbefore described to the Vendee(s) for a consideration of _____ as per the terms & conditions stipulated in the Application Form and the Agreement to sale executed on dated:_____.
- I. The Vendee(s) have paid the entire sale consideration of _____towards the purchase of the Said Plot as per the agreed terms of payment and nothing remains due, except whatever has been specifically made payable as per the terms stipulated hereinafter. The Vendor does hereby accept and acknowledge the receipt of the said amount and in consideration thereof this Conveyance Deed with respect to the Said Plot is executed in favour of the Vendee(s).
- J. The Vendor is well and sufficiently entitled to sell the Said Plot and no one besides the Vendor has any interest, right, title or claim of any kind in the Said Plot and that the Said Plot is free from all encumbrances and the Vendor holds unimpeachable and marketable title and power to convey, transfer, alienate and sell the Said Plot. Accordingly, this Conveyance Deed is executed by the Vendor to transfer and convey absolute title in respect of the Said Plot in favour of the Vendee(s).
- K. The Vendee has undertaken the inspection of the Said Plot and is fully satisfied with the quality, measurements as agreed between the Vendee and the Vendor under Agreement to Sell dated _____ (hereinafter called "the Said Agreement) and has also fully verified and satisfied himself/herself/themselves about the soundness of the title, rights as well as all the aspects/promises/assurances made in respect of the said Unit by the Developer/Vendor, more specifically provided in the said Agreement.

- L. The Vendee(s) being fully satisfied with the clear and marketable title held by the Vendor made full payment of the sale consideration of the Said Plot being the subject matter of this Deed to the Vendor. The Vendee(s) has/have also satisfied himself/herself/itself/ themselves about the calculation of saleable area of the Said Plot and has been duly demarcated at site. Accordingly, Vendee(s) has/have paid entire sale consideration in respect thereof.

The expression 'Vendee(s)' shall mean and denote a single Vendee or more than one Vendee as hereinbefore mentioned. The use of singular expressions shall also include plural expressions wherever the context of this Deed 'so demands.'

NOW, THEREFORE, THIS CONVENYANCE DEED WITNESSETH AS UNDER:

1. That all recitals and schedule to this Deed shall form an integral part of this Deed and shall be treated as part and parcel thereof.
2. That in pursuance of the agreed terms and conditions contained in the Application Form and the Agreement to sale executed on dated:_____and in consideration of the entire sale consideration paid by the Vendee(s) and received by the Vendor, the receipt whereof the Vendor hereby admits and acknowledges, the Vendor do hereby absolutely sell, assure, convey , grant, transfer, assign, grant by way of absolute conveyance completely and absolutely all its rights, title and interests in the Said Plot No.____, Block-_____, admeasuring_____, falling in developed_____, Punjab along with right to use all ways, paths, passages, privileges and easements appurtenant thereto unto the Vendee(s) to possess and to enjoy the Said Plot and all it's right, title and interest, TO HAVE AND TO HOLD the same absolutely and forever free from all encumbrances, charges, trust, liens, lispendens, claims and demands whatsoever.
3. That the Vendor is full-fledged and lawful owner of the Said Plot and is fully competent and entitled to execute and get registered this Conveyance Deed in favor of the Vendee(s) and to confer a clear and marketable title in respect thereof in favor of the Vendee(s). The title of the Vendor is free from all types of encumbrances, acquisition proceedings, taxes, restraint orders, recovery attachment etc. and no litigation whatsoever is pending in respect of the Said Plot before any Court and/or Authority.
4. That the Vendee(s) agree(s) that terms and conditions contained in the documents entered into between the Vendor and the Competent Authority and all other terms and conditions of the Said Project will be applicable on the Said Plot allotted to the Vendee(s).
5. That the Vendor on this day has delivered actual, physical and vacant possession of the Said Plot to the Vendee(s), absolutely and forever and free from any encumbrance and the same is acknowledged and admitted by the Vendee(s).
6. That the Vendor has completed all development works in this Said Plot to fulfill their responsibility as per the approved map. Prior to taking possession of the Said Plot, the Vendee(s) has checked and inspected all the development works carried out by the Vendor and is fully satisfied with the same. Once the Vendee(s) takes possession of the Said Plot, no complaint of any kind whatsoever shall be entertained either by the Vendor or the Maintenance Agency.

7. That the Vendee(s) from the date of possession of this plot shall be liable to pay the house tax, property tax, water tax and sewerage tax and other such taxes or any other future tax or any other fees, cess or taxes of all and any kind by whatever name called, levy of proportionate development charges as and when levied by the Local Authority/Body under the then prevailing law and rules of the land. These taxes, fees, cesses etc., shall be paid by the Vendee(s) irrespective of the fact whether the maintenance is carried out by the Vendor or its nominees whether levied retrospectively or prospectively.
8. That as agreed under the Agreement to sale executed on dated: _____, the Vendee(s) shall be bound to start construction of the house on the Said Plot allotted to the Vendee(s), after getting the plans sanctioned from the Competent Authority at its own cost and expenses, within a period of 3 (three) years (or within such time as the Competent Authority may decide from time to time) from the date of possession, failing which the Vendee(s) shall pay such penalty and or may suffer any other consequences as may be decided by the Vendor/Competent Authority from time to time. Also, it is mutually agreed between Vendor and the Vendee(s) that the Vendee(s) shall use the Said Plot for residential purposes only and shall not carry out any commercial / prohibited activities. Any change in the specified use, which is not in consonance with the terms & conditions of the Said Project or is detrimental to the public interest will be treated as a breach of terms of this Deed. The Vendee(s) hereby specifically agrees with the Vendor that the conveyance of the Said Plot in favor of the Vendee(s) shall be subject to strict compliance of all the conditions mentioned in the Industrial Policy 2003 for setting up the said Project, aforesaid licence no....., bye-laws of the Competent Authority and Building Bye Laws, Rules, Notifications, Enactments of the Competent Authority and guidelines that may be framed by the Vendor and/or its nominated Maintenance Agency for occupation and use of the Said Plot and such other conditions as per the applicable laws. In the event of Vendee's(s) failure to comply with aforesaid conditions, apart from other rights available with the Vendor against any violation the Vendor and/or competent authority shall have the right to take any action as per applicable law and/or may also impose penalty in this regard.
9. That the Vendee(s) hereinafter shall become the lawful owner and in possession of the Said Plot by virtue of the present Conveyance Deed and shall have the absolute and complete rights to hold, use, enjoy and transfer the Said Plot, in any manner without any hindrance, claims or demands whatsoever from the Vendor or from any other person claiming under or through it.
10. That the Vendor doth hereby covenants with the Vendee(s) that all dues, demands, taxes, charges, duties, liabilities, has been cleared upto the present date of execution of this Deed and Vendee(s) undertakes that hereinafter and in future the Vendee(s) shall continue to clear any and all dues, demands, taxes, charges, duties, liabilities in respect of the Said Plot or any part thereof
11. That the Vendee(s) gives its consent to enter into a separate Maintenance Agreement with the Vendor or its nominated Maintenance Agency as and when demanded by the Vendor or its nominated Agency and the Vendee(s) agrees to abide by all the terms and conditions as laid down in the said Maintenance Agreement and binds itself to pay Interest Free Maintenance

Security (IFMS), maintenance charges, electricity charges etc. regularly on demand directly to the Maintenance Company/Service Provider. The decision of the Vendor or the Maintenance Agency in respect of cost of maintenance will be final and binding on the Vendee(s). The Vendee(s) undertakes to pay promptly without any reminders all bills and charges as may be raised by the Maintenance Agency from time to time. The Vendee(s) hereby assures the Vendor that the Vendee(s) shall not withhold, refuse or delay the payment of maintenance bills raised by the Maintenance Agency for any reason whatsoever.

12. That the Vendee(s) further agrees that he/she/it/they shall have no right, title or interest of any kind whatsoever in any lands, buildings, common areas, facilities and amenities falling outside the Said Plot (except for the purposes of a direct exit to nearest public street, nearest road only). It is further agreed that such common areas, facilities shall remain indivisible and the Vendee(s) or any other person claiming through him/her/them shall not be entitled to bring any action for partition or division of the said common area(s) and facilities or any part thereof. The Vendee(s) shall have only the right of ingress and egress over or in respect of open spaces and all or any of the common areas in the said Project such as parks, playgrounds, club(s), community hall(s) etc., if any. Except for the Said Plot and right of use of the common areas of the Project, the Vendee shall have no right, title or interest in any other portion/part of the Project and/or any other Plot in the Project including but not limited to any restricted and/or limited common areas attached to any Unit and/or otherwise.
13. The Vendee(s) further acknowledges that the Vendor shall be carrying out extensive development/construction activities for many years in future in the entire area falling within/outside the Project in which the Said Plot located and the Vendee(s) shall not have any right to raise any objections or make any claims or default in any payments as demanded by the Vendor on account of inconvenience, if any, which may be suffered by the Vendee(s) due to such development/ construction activities.
14. It is further agreed by the Vendee(s) that the Vendor shall have the absolute authority to deal in any manner with all lands (except the Said Plot), facilities and amenities as mentioned above including but not limited to creation of further rights in favor of any other party by way of sale, transfer, lease, collaboration, joint venture, operation and management or any other mode including transfer to government, semi government, any other authority, body, any person, institution, trust or any other local body which the Vendor may deem fit.
15. It is further agreed that the Vendee(s) shall not put up any publicity or advertisement material or any signage depicting commercial activity on the Said Plot or House constructed thereat and maintain the aesthetics of the locality, nor shall cover or block common areas in and around the Said Plot. The Vendee(s) shall further abide by all rules, Policies, regulations, directives, guidelines, whether formed by Government, local Authority falls in the State of Punjab or by the Vendor or the nominated Maintenance Agency for that purpose.
16. That the Vendee shall maintain the Said Plot, its walls, drains, pipes and appurtenances thereto or belonging thereto at their own cost and expenses in a good and tenantable repair and condition

17. The Vendee agrees and accepts that it shall not raise any dispute or issues in case of any act done or purported to be done by the Developer/Vendor in respect of the Said Project/ said Land till such time that the rights of the Vendee as per this Deed are not violated.
18. The Vendee has signed and/or will sign the Maintenance Agreement as per the standard format of the Developer/Vendor.
19. The Vendee is fully satisfied with the said Unit and nothing further remains to be provided to the Vendee in this regard.
20. The Vendee waives off all its claims against the Developer/Vendor in respect of the said Unit.
21. That the Vendee(s) shall abide by all laws, byelaws, rules and regulations, notifications of Competent Authority, Statutory Authorities and the Laws of the land as applicable to the Said Plot and shall also be responsible for all deviations, violations or breach or any of the conditions of prevailing law, byelaws, rules and regulations. The Vendee(s) undertakes to indemnify the Vendor in respect of any such liability or penalty imposed in respect of the Said Plot being sold by way of this Deed.
22. That the Vendee(s) shall permit the Vendor/Maintenance Agency, as the case may be, and their surveyors and agents/employees with or without workmen and others at all reasonable times to enter into and upon the Said Plot or any part thereof for the purpose of maintaining, cleaning, lighting and keeping in order and condition all service drains, pipes, cables, water courses, gutters, structures of other convenience which the Vendor/nominated Maintenance Agency is liable to maintain as per the terms of the Maintenance Agreement.
23. The Vendee(s) shall not do or suffer anything to be done in or around the Said Plot which may tend to cause damage to the adjacent plots or in any manner interfere with the use thereof or of spaces, passages, amenities and areas available for common use by all the residents. The Vendee(s) hereby indemnifies the Vendor against any penal action, damages or loss due to misuse for which the Vendee(s) shall be solely responsible.
24. That the costs of stamp duty, registration charges and other incidental charges and expenses is borne by the Vendee(s). Any deficiency in stamp duty as may be determined by the Sub-Registrar/concerned Authority along with consequent penalties /deficiencies as may be levied in respect of the Said Plot being conveyed by this Deed shall be borne by the Vendee(s) exclusively.
25. That the Vendee(s) has/have executed this Deed with full knowledge and subject to all the laws, notifications and rules applicable in the area from time to time.
26. The Vendee(s) agrees that the Vendor or the nominated Maintenance Agency shall have the first charge/lien on the Said Plot for the recovery of all its dues payable by the Vendee(s). However, the vendee(s) shall subject to the terms and conditions in the present deeds, Agreement to sale executed on

dated:_____and bye laws of the competent authority be fully competent and entitled to deal with the said plot in any manner including sale transfer, gift, lease, mortgage etc. thereof. However, before affecting any such transfer (i.e. Sale gift, lease or any other similar arrangement), the vendee(s) shall be obligated to obtain a mandatory `NOC' for "No Dues" form the vendor or the nominated maintenance agency, failing which the vendor shall have the right to refuse the record the transfer on its records.

27. That the Vendee(s) shall raise construction on the Said Plot strictly in accordance with bye-laws and as per the plan approved by the Competent Authority. In case of violation of the approved building plan or bye-laws of Government of Punjab / Competent Authority /GMADA applicable to Project "_____", the Vendor shall have right to enter into the premises and demolish and remove the whole or any part of such structure temporary or permanent built on the Said Plot. Further, in the event of such demolish due to any violation of the Building Plan or bye-laws of Government of Punjab / Competent Authority by the Vendee(s), the Vendee(s) shall have no claim or right to seek any compensation for such acts or omissions from the Vendor and shall be liable to pay/ make good the cost/penalty incurred by the Vendor.
28. That terms and conditions of the Agreement to sale executed on dated:_____executed between the Vendee(s)/ Predecessor-in-interest of Vendee(s) and the Vendor shall be deemed to have been incorporated in this Deed and shall continue to be binding with full force and effect. In the event there is any conflict inter-se between the terms and conditions of the aforesaid Arrangement and this Deed, recitals of this Deed shall prevail over the recitals incorporated in the Arrangement mentioned above.
29. That in case any provision of this Conveyance Deed is determined to be void or unenforceable under any applicable law, such provision shall be deemed to be amended or deleted in so far same is inconsistent with the statute and the remaining provisions of this Deed shall remain valid, enforceable and binding on the Parties.
30. That the Vendee(s) agrees and confirms that all obligations arising by virtue of this Deed in respect of Said Plot being the subject matter of this Deed shall be equally applicable and enforceable against any or all occupiers, tenants, licencees and/or subsequent purchasers/vendee(s) of the Said Plot. The Vendee(s) undertakes to make all efforts to ensure that its successors-in-interest continues to perform various obligations liable to be performed in terms of this Deed and the Plot Allottee(s) Arrangement/ Agreement to sale executed on dated:_____executed with the Vendor. The Vendee(s) also confirm that they has/have clearly understood each and every clause/covenant of the Conveyance Deed and its/their legal implications thereon and have also clearly understood his / her / their obligations and liabilities and the Vendor's obligations and limitations as set forth in the Conveyance Deed. The Vendee(s) further undertake not to do anything or shall not use the Said Plot being the subject matter of this Deed in a manner which may cause any nuisance, annoyance or obstruction or hindrance to the other owners/occupants within the Mega Housing Project, or is immoral or illegal. Also, the Vendee(s) shall not keep any hazardous, explosive, inflammable chemicals/material etc., which violates the bye-laws applicable to the Said Plot. The Vendee(s) shall keep indemnified the Vendor against any penal action, damages or loss due to

misuse, storage of hazardous, highly inflammable, dangerous or otherwise potentially hazardous materials/gas etc. for which the Vendee(s) shall be solely responsible.

31. This Deed shall be construed and the legal relations between the parties hereto shall be determined and governed according to the laws of India.
32. That in case of any disputes and/or difference arising out of the conveyance deed other than those specifically covered under the said Act and/or said Rules, the same shall be referred to Arbitration before a sole arbitrator to be appointed by the Developer/Vendor. The arbitration proceeding shall be governed by the Arbitration and Conciliation Act, 1996. The costs of arbitration shall be borne by both parties equally. The proceedings of arbitration shall be undertaken only in English.
33. The courts at Amritsar and High Court of Punjab & Haryana at Chandigarh shall have sole jurisdiction in all matters arising out of and/or concerning this Deed.

In witness whereof, the parties hereto have duly executed and delivered these presents at the place and on the day, month and year first above written in the presence of witnesses:

WITNESSES:

1.

DEVELOPER/VENDOR

2.

VENDEE