Non Judicial



Indian-Non Judicial Stamp Haryana Government



Date: 10/03/2021

₹0

THE SEN

GURUGRAN

Certificate No.

G0J2021C4269

GRN No.

74489267

Stamp Duty Paid: ₹ 668600

Penalty:

(Rs. Zaru Only)

Seller / First Party Detail

Name:

Brisk infrastructure and Developers Pvt ltd

H.No/Floor:

D6/6032/2

Sector/Ward: Na

LandMark: Vasant kunj

City/Village: New delhi

District: New delhi

State:

Delhi

Phone:

88****24

Buyer / Second Party Detail

Name:

Kumar Ikshit

H.No/Floor: 8134

Sector/Ward: C8

LandMark: Vasant kunj

City/Village: New delhi

District: New delhi

State:

Delhi

Others: Yashmine gupta wife of kumar ikshit 99*****54 Phone:

Purpose:

Stamp Duty for Conveyance Deed

The authenticity of this document can be verified by scanning this OrCode Through smart phone or on the website https://egrashry.nic.in

CONVEYANCE DEED

Unit/Flat No.

D-031

Super Area

2177 Sq. Ft.

Tower No.

"D"

Project

Brisk Lumbini

Village/Sector/ City

Babupur, Sector-109, Gurugram

Consideration

₹1,11,42,233/-

Stamp Duty

₹6,68,600/-

Stamp Certificate No. & Date

G0J2021C4269 / 10-03-2021

Stamp Certificate GRN No.

74489267

Registration + Pasting Fees

₹50,003/-

Registration + Pasting Fees GRN No.

74490467

This Conveyance Deed is made & executed at Gurugram on this the 8"day of

:

June, 2021 BY AND BETWEEN

For Brisk Infrastructure & Developers Pvt. Ltd.

Page 1 of 18

दिनांक:08-06-2021 डीड सबंधी विवरण डीड का नाम CONVEYANCE URBAN AREA WITHIN MC तहसील/सब-तहसील गुरुगाम गांव/शहर हुड़डा के सैक्टर स्थित All New Sectors (Sec-58 to113) शहरी - म्युनिसिपल क्षेत्र सीमा के अन्दर पंजीकृत कॉलोनी पता : 043, 4F, TOWER-D, LUMBINI TERRACE HOMES, SECTOR-109 GURUGRAM भवन का विवरण भूमि का विवरण निवासीय 2177 Sq. Feet धन सबंधी विवरण राशि 11142233 रूपये कुल स्टाम्प इयूटी की राशि 668534 रुपये स्टाम्प नं : G0J2021C4269 स्टाम्प की राशि 668600 रूपये रजिस्ट्रेशन फीस की राशि 50000 रुपये EChallan:74490467 पेस्टिंग शुल्क 3 रूपये Drafted By: pramod kumar adv

Service Charge:200 यह प्रलेख आज दिनांक 08-06-2021 दिन मंगलवार समय 1:54:00 PM बजे श्री/श्रीमती/कुमारी MS BRISK INFRASTRUCTURE AND DEVELOPERS PVT LTDdaw ASHOK KUMAROTHER निवास .. द्वारा पंजीकरण हेतु प्रस्तुत किया गया ।

उप/संकृत पंजीयन अधिकारी (गुरुग्राम)

THE SE

हस्तार्भर प्रस्तुतकर्ता

MS BRISK INFRASTRUCTURE AND DEVELOPERS PVT LTD

प्रतेख में वर्णित क्षेत्र नगर एवं यामीण आयोजना विभाग के अधिनियम 1975 की धारा 7-ए के अंतर्गत अधिस्चित है इससिए दस्तावेज को

पंजीकृत करने से पूर्व सर्वधित विभाग से अनापत्ति प्रमाण पत्र प्राप्त कर लिया गया है |

या प्रलेख में वर्णित क्षेत्र नगर एवं वामीण आयोजना विभाग के अधिनियम 1975 की धारा 7-ए के अंतर्गत अधिस्चित नहीं है इसलिए दुन्तीवेज को GURUGRU पंजीकृत करने से पूर्व सर्विधत विभाग से अनापत्ति प्रमाण पत्र की आवश्यकता नहीं है। पंजीकृत करने से पूर्व सर्विधत विभाग से अनापत्ति प्रमाण पत्र की आवश्यकता नहीं हैं।

दिलांक/ 98-06-2021

MS BRISK INFRASTRUCTURE AND DEVELOPERS PVT LTD

उप/संयुक्त पंजीयन अधिकोरी (गुरुयाम)

उपरोक्त केताव श्री/श्रीमती/कुमारी KUMAR IKSHIT thru KUMAR KARTIKGPA पुत्र AKHILESH KUMAR GUPTA YASHMINI GUPTA thru .GPA पत्नी KUMAR IKSHIT हाजिर है । प्रस्तुत प्रतेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया । प्रतेख के अनुसार 0 रुपये की राशि केता ने भेरे समक्ष विकेता को अदा की तथा प्रतेख में वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया |दोनी पक्षी की पहचान श्री/श्रीमती/कुमारी M K CHUAHAN पिता — निवासी ADV GGM व श्री/श्रीमती/कुमारी AKHILESH GUPTA पिता — निवासी UP ने

सात्री नं:। को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह सात्री नं:2 की पहचान करता है |

दिनांक 08-06-2021

उप/संयुक्त पंजीयन अधिकारी(गुरुग्रम)

M/S. BRISK INFRASTRUCTURE & DEVELOPERS PVT. LTD. (PAN: AACCB3672N) having its registered office at D-6/6032/2, GF, Vasant Kunj, New Delhi-110070 and Corporate office at A-257, Phase-II, New Palam Vihar, Gurugram - 122017 through Shri Ashok Kumar (Aadhaar No. 6475-6323-4205) duly authorized to sign vide Board Resolution dated 20.02.2017 (hereinafter referred to as the "Vendor", which expression shall, unless repugnant to the context thereof, be deemed to mean and include its successors, legal representatives, administrators, executors, nominees and assigns), the party of the First Part;

IN FAVOUR OF

MR. KUMAR IKSHIT (Aadhaar No. 8885-6835-1050 & PAN:- AANPI5398C) son of Shri Akhilesh Kumar Gupta, & MRS. YASHMINI GUPTA (Aadhaar No. 5413-3303-9359 & PAN:- AIAPG1654Q) wife of Mr. Kumar Ikshit, both residents of House No. 8134, Sector-C8, Vasant Kunj, New Delhi-110070 (hereinafter collectively referred to as the "Vendee", which expression, unless repugnant to the context, shall mean and include his/her/their legal heirs, successors, legal representatives, executors, nominees and assigns) the party of the Second Part.

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

WHEREAS:

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I. That the Vendor is the absolute owner and in possession of land admeasuring 49 Kanal 5 Marla or 6.15625 Acres as per the details as mentioned herein under:-

For Brisk Infrastructure & Developers Pvt. Ltd.

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Reg. No.

Reg. Year

Book No.

1

1197

2021-2022







विक्रेता

क्रेता

गवाह

उप/सयुंक्त पंजीयन अधिकारी

विक्रेता :- thru ASHOK KUMAROTHER MS BRISK INFRASTRUCTURE AND DEVELOPERS PVT LTD_AS

क्रेता :- thru KUMAR KARTIKGPAKUMAR IKSHITthru ..GPAYASHMINI

गवाह 1 :- MK CHUAHAN ______ न्यूट

गवाह 2 :- AKHILESH GUPTA

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 1197 आज दिनांक 08-06-2021 को बही नं 1 जिल्द नं 50 के पृष्ठ नं 187.25 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 1586 के पृष्ठ संख्या 37 से 38 पर चिपकाई गयी | यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये हैं |

दिनांक 08-06-2021

उप/सयुंक्त पंजीयन अधिकारी(गूर्रग्राम

GURUGRAN

Rect. No.	Killa No.	Kanal	Maria
11	25	2	18
12	16/2	2	15
	17/2/1	5	10
	17/2/2	0	6
	18	8	0
	21	8	0
	22/2	3	8
	23/1	5	4
	24	5	16
	22/1	4	12
	Total Area: (6.15625 Acres)	49 Kanal	5 Marla

The aforementioned piece of land forms part of the total licensed land measuring 10.793 Acres, situated in the revenue estate of village Babupur, Tehsil & Distt. Gurgaon vide Mutation No. 800, 805, 806, 808, 810, 811 Dated 17.08.2006 and Mutation No. 988 Dated 03.05.2011 (hereinafter called "Land").

- (A) The Vendor had obtained License to develop the Said Land as Residential Group Housing Colony, in collaboration with M/s Raheja Developers (P) Ltd. vide License No. 174 of 2008 dated 01.10.2008 for development of Group housing colony on a total area of 10.793 Acres. The said license was renewed vide Memo No. 27784 dated 09.12.2014.
- (B) Later on based upon mutual settlements, the Vendor became owner of 57% i.e. 6.15625 Acres & M/s Raheja Developers (P) Ltd became owner of 43% i.e. 4.641 Acres and it was also agreed upon that both the portions shall be developed by the respective owners as per their convenience & choice separately.
 - (C) That in terms of terms and conditions as mention in the License the builder has constructed the building as per approved Building Plans sanctioned by the DGTCP, Haryana.

Page 3 of 18

For Brisk Infrastructure & Developers Pvt.

Authorised Signatory

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- (D) That the Vendor has obtained Occupation Certificate from the office of DGTCP, Haryana vide memo No. ZP-508/SD(BS)/2016/9991 Dated 19-05-2016.
- (E) The Vendor has also filed Deed of Declaration under Section (2) read with Section 11 of the Haryana Apartment Ownership Act 1983, on 2nd March, 2017, Registration No. 30405, which has been registered with the Sub Registrar, Gurgaon.
- (F) The builder is entitled to execute and register the Conveyance/ Sale Deed in favour of allottees/ intending buyers/ purchasers and their nominees.
- (G) The builder has developed a group housing colony under the name and style of "Brisk Lumbini" over the Licensed Land in terms of the said License and as per the building plans approved and sanctioned by DGTCP (hereinafter referred to as the "Colony").
- (H) The Vendor has executed a Builder Buyer Agreement with Vendee (hereinafter referred to as the "Agreement") in terms whereof the Vendee has been allotted a residential flat of Type 3BHK+S bearing number D-031 on the Third Floor in the Tower D, having a Super Area of 2177 Sq. Ft. in the residential colony known as "Brisk Lumbini" situated at Sector-109, Village Babupur, Tehsil & District Gurugram, Haryana (as defined in Schedule-I hereunder) (hereinafter referred to as the "Unit"), along with right to use 0 number of Premium Car Parking in the basement, 1 number of General Car Parking in the basement, 0 number of Surface/Open Car Parking & 0 number of Bike Parking along with 2 KVA DG power back-up and Exclusive Terrace, more particularly detailed in Schedule-I hereunder, along with the undivided pro-rata share in the land underneath the said building in which the said Unit is located.

For Brisk Infrastructure & Developers Pvt. Ltd.

Authorised Signatory

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(I) The Parties herein to this Deed have agreed that all payments towards consideration of the aforesaid Unit have been made by the Vendee to the Vendor, as per the terms contained in Builder Buyer Agreement dated 08-08-2012. The terms of the Builder Buyer Agreement shall continue to bind the Vendee and the terms thereof, unless specifically modified/deleted under the present Deed shall be applicable and enforceable upon the Vendee.

. . . .

NOW THEREFORE THIS SALE/CONVEYANCE DEED BETWEEN THE VENDOR, CONFIRMING PARTY AND VENDEE WITNESSETH AS UNDER:

That, for and in lieu of the total sale consideration for a sum of
₹1,11,42,233/- (Rupees One Crore, Eleven Lakhs Forty Two Thousand
Two Hundred & Thirty Three Only) received by the Vendor from the
Vendee including TDS in full and final excluding Government charges.

The receipt whereof the Vendor hereby acknowledges, the Vendor doth hereby sell, transfer and convey unto the Vendee, the aforesaid Unit, i.e., residential flat 3BHK+S bearing number D-031 on the Third Floor in the Tower-D, having a Super Area of 2177 Sq. Ft. in the residential colony known as "Brisk Lumbini" situated at Sector-109, Village Babupur, Tehsil & District Gurugram, Haryana more specifically detailed in Schedule-I appended hereto, alongwith the proportionate, undivided, impartible share only in the land underneath the said building in which the said Unit is located, together with right to use and access all the common areas, paths, passages, benefits and advantages, appurtenant whatsoever to the said Unit or any part thereof and to hold the same unto and to the use of the Vendee, his / her / their successors, assigns, heirs, executors and administrators, absolutely and forever subject to the exceptions, reservations, conditions and covenants hereafter contained.

For Brisk Infrastructure & Developers Pvt. Ltd.

Author Sed Signature 5 of 18



- 2. The vacant and peaceful physical possession of the said Unit has already been handed over by the Vendor to the Vendee herein, and the Vendee acknowledges to have taken over the possession of the same after a detailed inspection of the Unit, on all material aspects including but not limited to Super Area of the Unit, quality of construction, workmanship, materials used in construction, finishing / fittings, fixtures, specifications, etc., and the Vendee does not have any objection and is fully satisfied, with the workmanship and quality of the Unit. The Vendee further confirms that he/ she/ they has/have checked and verified the rights of the Vendor in the said Licensed Land and is/ are completely satisfied with respect to the same. Since the Vendee has completed due diligence to his/her/their complete satisfaction, the Vendee undertakes not to raise a dispute on any of the above mentioned or any other aspect either in present or in future. The Vendee further confirms that the Vendor is hereby discharged of all obligations towards the Vendee.
- 3. The Buyer has clearly understood and agreed that the sale price of the apartment has been calculated on the basis of super area. The Buyer confirms and acknowledges that he / she / it has accepted and shall not dispute the calculation of super area of the Apartment and the tentative percentage of covered area of the Apartment to the super area as on date of execution of this Agreement.

For Brisk Infrastructure & Developers Pvt. Ltd.

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- 4. The Vendee has been allocated by the Vendor car/bike parking space(s) situated in "Brisk Lumbini", Sector-109, in Village Babupur, Tehsil & District Gurugram, Haryana, more detailed in Schedule-I appended hereto (hereinafter referred to as the "Reserved Parking Space"). The Vendee agree(s) that the said Reserved Parking Space has been allocated to the Vendee for his/her/their exclusive use and the same shall always be the integral part of the said residential Unit which cannot be sold/dealt/transferred independent to the said residential Unit. The Vendee undertake(s) to park his/her/their vehicle in the said Reserved Parking Space only and not anywhere else in the Colony. The Vendee further undertakes and agrees that he/she/ they shall not construct any structure, whether temporary or permanent, in the Reserved Parking Space.
- 5. All taxes, dues, demands, charges, duties, liabilities, if any, levied or leviable in respect of the said Unit by the government or other authorities shall be payable and be paid by the Vendee, with effect from the date of the Builder Buyer Agreement as already entered into by the parties. In the event any taxes, dues, demands, charges, duties, liabilities, if any, is levied or leviable in respect to the said Colony by the competent authority(ies) the Vendee shall be liable to pay pro-rata share of such taxes, dues, demands, charges etc., in proportion to the Super Area of the Unit. The determination of the pro-rata share of the Vendee shall be done by the Vendor, whose decision in this regard shall be final and binding on the Vendee.

For Brisk Infrastructure & Developers Pvt. Ltd.

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Page 7 of 18



In the event, any fresh, additional or enhanced charges and/or tax is levied or leviable on the Colony, after execution of this Deed, whether with immediate or retrospective effect, the Vendee agrees to pay in full (if in respect of the said Unit), or pro-rata share (if in respect to the entire Colony), as the case may be, of such additional levies or charges imposed, without any demur or protest. The determination of the pro-rata share of the Vendee shall be done by the Vendor, whose decision in this regard shall be final and binding on the Vendee. All such amount shall be payable on demand either to the Vendor or its designated / nominated maintenance agency, as the case may be. The Vendee understands and agrees that any fresh incidence of tax whatsoever including VAT, Service Tax or any other indirect taxes, or statutory demands or any increase on such account, even if it is with retrospective effect, shall be borne and paid by the Vendee.

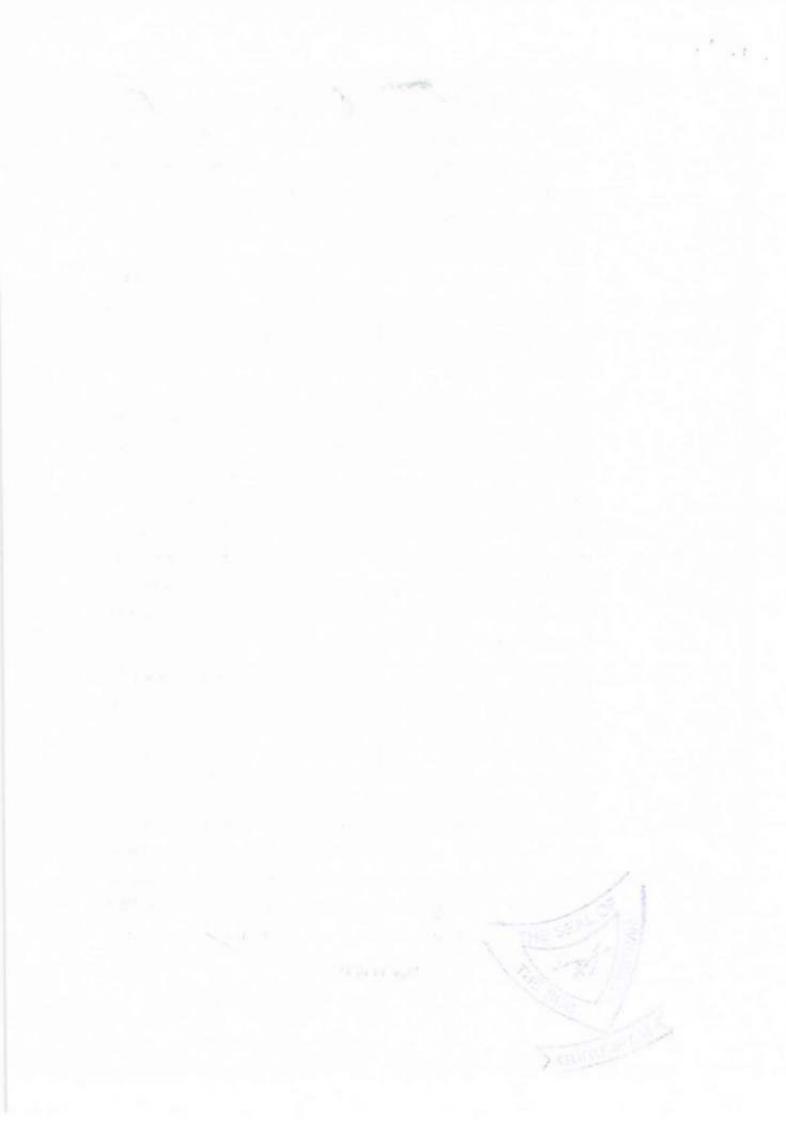
6. The Vendee shall observe all terms and conditions of this Deed, the Builder Buyer Agreement and also those of the License granted to the Vendor. The Vendee shall also abide by all the laws, bye-laws, rules, regulations and policies applicable thereto or as may be imposed by any competent authority including Haryana Urban Development Authority/ Director General Town and Country Planning, Haryana or any other government/local bodies. The Vendee shall at all times be solely responsible and liable for any contravention of applicable laws, bye-laws, rules, regulations and policies.

For Brisk Infrastructure & Develope Pvt. L

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7. The Vendee shall be entitled to use and occupy the Unit for Residential Purpose only and/or as specified by the Director General Town and Country Planning, Haryana in its Licence and/or its zoning plans/master plan, guidelines etc. The Vendee specifically undertakes not to use the said Unit or suffer it to be used for any activity that is prohibited/ irregular/ illegal or other activity that is hazardous or which may cause nuisance. The Vendee has undertaken and doth hereby undertake that the Vendee shall be solely responsible and liable for violations of any of the provisions of the applicable laws, rules, regulations and directions by the DTCP or any other competent authority and that the Vendee shall indemnify and keep indemnified the Vendor/Maintenance Agency from any liability and/or penalty in this regard.

F. C.

That the upkeep and maintenance of common/open areas and facilities in 8. the Colony shall be discharged by the Vendor through a maintenance agency as appointed by the Vendor (hereinafter referred to as the "Maintenance Agency"). The Vendee agrees, to execute a separate maintenance agreement with said Maintenance Agency and strictly adhere to the same and to promptly pay all demands, charges, bills etc., raised by the said Maintenance Agency. The Vendee undertakes to abide by all the rules/by-laws framed by the Maintenance Agency for the Colony. The Vendee understands and acknowledges that the relationship between the Vendor and the Maintenance Agency is on Principal to Principal basis and the Vendee doth hereby agrees and confirms that the Vendee shall not hold the Vendor responsible for any act of omission or commission or deficiency in services of any nature, whatsoever, on the part of Maintenance Agency. The Maintenance Agency shall be solely and exclusively liable (be it tortuous, vicarious, civil or criminal) for its acts of omission and commission in rendering the services to the Vendee. The Vendee hereby expressly discharges the Vendor from the effects of any act, omission, negligence or deficiency in services on the part of the Maintenance Agency.

For Brisk Infrastructure & Develope Page 9 of 18

Authorised Signatory



- 9. That, the Vendee shall seek a 'No Dues Certificate' from the Maintenance Agency prior to transfer of the Unit, as permitted under applicable laws, in case the Vendee sells, transfers or otherwise dispose of the said Unit to any third party and in case there remains any arrears due and payable to the Maintenance Agency and/or the Vendor, the Vendee undertakes to clear such amounts prior to creating any third party rights, title or interests in the Unit.
- 10. That, the Vendee hereby agrees and undertakes that in case the Vendee transfers his/her/ their rights, title and interest in respect of the said Unit, in favour of any third party(ies) including successors-in-interest, then in such eventuality the third party(ies) to whom the rights, title and interests are being conferred by the Vendee shall pay an amount as may be determined by the Maintenance Agency towards transfer charges for the purpose of recoding transfer of the said Unit in favour of such third party(ies) in the record of the Maintenance Agency. The Unit cannot be sold or transferred in parts and the right to use Reserved Parking Space shall always be transferred along with the Unit only.
- 11. That, the Vendee shall not harm or cause to harm or damage the peripheral wall, front, side and rear elevation of the said Unit and / or building / tower or obstruct the common areas in the Colony, in any manner or form. The Vendee shall also not change the colour scheme of the outer walls, colour of painting of exterior sides of all doors and shall not carry out any change in the exterior elevation and design of the Unit / tower / building.
- 12. That, the Vendee shall not remove any wall of the said Unit including load bearing walls and all the walls / structures of the same remain common between the Vendee and the owners of the adjacent units. Similarly the Vendee shall neither modify/shift or create any obstruction in the sewage/water pipeline whether inside the Unit or outside the Unit, nor shall modify the Lay Out Plan in any manner.

For Brisk Infrastructure & Developers P

Page 10 of 18

Authorised Signatory



13. That the Vendee has specifically and unambiguously agreed that the sale, transfer and the conveyance of the Unit by the Vendor in favour of the Vendee shall be subject to various restrictions and limitations as mutually agreed herein and mentioned hereinafter:

. . .

- (a) The possession, control and management of the said Licensed Land of the Colony, the superstructures constructed thereon and infrastructural facilities provided therein shall belong to the Vendor and its designated Maintenance Agency, until the same is handed over to the Resident Welfare Association (RWA). The Vendee along with the owners / occupants of the other units shall be bound by the rules and regulations as may be framed and enforced by the Maintenance Agency or the Vendor, from time to time in their sole and absolute discretion, for the better enjoyment and maintenance of the building and the Colony.
- (b) Except the said Unit, the Vendee shall have no claims, rights, title or interests of any nature or kind whatsoever or in respect of all or any open spaces, common areas, facilities, equipments, infrastructure, lobbies, staircases, lifts, terrace - roof. However, the Vendee shall only have a non exclusive and common right to enjoy the benefits of the open spaces, common areas, facilities, equipment, infrastructure, lobbies, staircases and lifts subject to regular payment of maintenance charges as may be levied and demanded by the Maintenance Agency. Further, the Vendee or any other person(s) claiming through the Vendee shall not be entitled to bring any action for partition or division of the common areas and facilities, or any part thereof. The Vendee doth hereby agrees and confirms that Vendee shall not create any blockages, obstructions, elevations or constructions in the common areas and spaces and shall indemnify and hold harmless the Vendor from any losses and damages that may be suffered or incurred by the Vendor for any of the acts of omissions and/or commissions of the Vendee in this regard.

For Brisk Infrastructure & Developers PvtPage 11 of 18

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- (c) The group housing complex shall always be known, called and referred to as 'Brisk Lumbini' and the Vendee undertakes to not change the name of the group housing complex unilaterally and/or jointly with the owners of the other units of the Colony under any circumstances.
- (d) Nothing contained in this Deed shall, however, be construed to confer upon the Vendee any right, title or interest to grant, lease, demise or assign any rights, title or interests in the said Licensed Land upon which the Colony is constructed or in the rest of the building, except the Unit and the proportionate, undivided, impartible rights relating thereto and as stated herein;
- (e) All the transferee(s) of the Vendee's interest in the Unit, hereby being sold, transferred and conveyed, shall always be bound by the terms and conditions as mentioned in this Deed, whether or not the same are made part and parcel of the subsequent Sale Deed(s) for the Unit by the Vendee in favour of his / her / their transferee(s).
- (f) The obligations undertaken by the Vendee in general and specifically those regarding payment of statutory dues, maintenance charges, water and electricity charges shall be irrevocable obligations of the Vendee. The said obligations shall always run with the said Unit irrespective of the owner/occupant of the Unit for the time being and they shall survive the conveyance, sale and transfer of the said Unit to the Vendee and be binding on the subsequent transferee(s), successors-in-interest and any person claiming through Vendee or them. The Vendee hereby agrees and undertakes that appropriate recitals to this effect shall be incorporated in the subsequent transfer documents or any document thereby creating any third party rights, title or interests in the Unit.

For Brisk Infrastructure & Developers Vt. Ltd

Authorised Signatory

Page 12 of 18

(g) That the basement(s) and service areas located within the building / tower of the "BRISK LUMBINI", has been earmarked by the Vendor for electric sub-station, transformer, DG set rooms, and equipment/s, underground water tanks, pump rooms, maintenance and service rooms, fire-fighting pumps and equipment STP, WTP etc., and other permitted uses as per approved zoning plans/building plans including Car Parking as already approved by DTP, Gurgaon.

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- (h) That the Vendee has specifically agreed that a portion of the above land of 6.15625 Acres of land has been utilized for Building, under the terms of the License and the bilateral agreement executed between the Vendor and the Government of Haryana, for the construction of dwelling units for economically weaker sections ("EWS") of the society, schools, shops, club/community centre, commercial premises/buildings, parking spaces and/or any specific space dedicated for car parking, and the Vendee hereby agrees and covenants that the Vendee shall claim no right, title and interest in any form or manner in any of the aforesaid. Further, the Vendee hereby agrees that the Vendee shall not have any claim or right to any of commercial premises / buildings or interfere in the manner of booking, allotment and finalization of sale of dwellings units or in the operation and management of EWS, school(s), shops, commercial premises / buildings, club / community centre, etc.
- (i) The Vendee has confirmed that he/she/ they has/have understood the various provisions of Haryana Apartment Ownership Act, 1983 and all its implications thereof in relation to the various provisions of this Deed and the Vendee has further confirmed that he/she/ they shall comply with the provisions of the same.
- (j) That the Vendor shall have the right, without approval of the Vendee(s) in the Colony to make any alterations, additions, improvements or repairs, whether structural or non-structural, interior or exterior, ordinary or extraordinary in relation to any unsold units within the Colony and the Vendee agrees not to raise objections or make any claims on this account.

For Brisk Infrastructure & Developers P.A. Ltd.

Authorised Signatory

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(k) That it is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in this Deed in respect of the Unit / building / Colony, shall equally be applicable to and enforceable against any and all occupiers, tenants, licensee and/or subsequent vendees / assignees / transferees of the Unit, as the said obligations go alongwith the Unit for all intents and purposes.

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- (l) That the Vendor reserves the sole right to develop the unused areas and/or common areas in the Colony in accordance with the necessary sanctions and the Vendee shall have no right of objection or reservation, whatsoever in this regard.
- (m) That, the Vendee shall not carry out fragmentation / sub-division of the said Unit in any manner whatsoever, under any circumstances and in case it is done, the Vendee shall be solely and exclusively liable and responsible for all consequences / damages arising therefrom.
- (n) That the Vendor or Maintenance Agency, or associate or any other company of the Vendor, after getting the permission to receive the bulk electric supply, shall supply the electricity to the Vendee and Vendee agrees to take the supply from the Vendor. The Vendee herein undertakes to abide by all the terms and conditions of such supply and to pay on demand to the Vendor or Maintenance Agency, proportionate share as may be determined by the Vendor of all deposits and charges paid or payable by the Vendor to whom permission to receive bulk supply and distribute the same is granted. The Vendee agrees to enter into and execute the power supply agreement and/or all or any other documents, as may be required for this purpose.

For Brisk Infrastructure & Developers Pvt. Ltd.

Authorised Signatory

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- (o) That the Vendor shall have absolute rights for construction and continuing development of units (whether residential or commercial or institutional) under the sanctioned site plan or on the basis of such further plans as may be approved by the competent authority in the Colony and the Vendee shall have no right to object to the same in any manner whatsoever even if the same are developed on such parcels of land which are presently open land.
- (p) The Vendee hereby indemnifies and undertakes to keep the Vendor, their assigns, nominees, the said Maintenance Agency and their officers / employees as well as the other occupants/owners of the Colony fully indemnified and harmless from and against all the consequences of breach by the Vendee of its obligations or any law as may be applicable or for the time being in force as also any actions, suits, claims, proceedings, damages, liabilities, losses, expenses or costs faced, suffered, inflicted or incurred by any of them. The Vendee hereby accepts and acknowledges that this indemnity would cover all acts and omissions on the part of the personnel, representatives and/or any other person claiming under the Vendee.
- (q) That, the Vendee has borne all expenses for the execution and registration of this Deed including the cost of stamp duty, registration and other lawful incidental charges. Further, the Vendee has also agreed that if there is any additional levy on the Stamp Duty, as a consequence of any order of government / statutory or other local authority, the same, if applicable, shall also be payable by the Vendee.

For Brisk Infrastructure & Developers Pvt. Ltd.

Authorised Signatory

Winding



(r) That, this Deed, Schedules and the Annexure(s) hereto together with Builder Buyer Agreement dated 08-08-2012, constitute the entire agreement among the Parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous correspondence(s), agreement(s), negotiations, discussion(s), representations(s), promise(s), or understandings, both written and oral, among the parties, with respect to the subject matter hereof. The, preamble, recitals, schedules and the annexure(s) to this Deed shall form an integral part of the covenants and terms of this Deed.

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- (s) That this Deed is subject to all laws and notifications and rules as applicable to the Colony, including terms and conditions of the License granted by the Director Town and Country Planning, Haryana, Chandigarh, for setting up of the Colony, and undertakings and agreements executed by the Vendor with DTCP, in this regard, and that the Vendee has familiarized and satisfied himself / herself / themselves with all the aforesaid and other applicable agreements, arrangements, undertakings and conditions, etc.
- (t) That if any provision of this Deed shall be determined to be void or unenforceable under any applicable law, such provisions shall be deemed, amended or deleted in so far as reasonably consistent with the purpose of this Deed and to the extent necessary to confirm to applicable law and the remaining provisions of this Deed shall remain valid and enforceable in accordance with their terms.
- (u) That for all intents and purposes and for the purpose of the provisions set out herein, singular includes plural and masculine includes the feminine gender.

For Brisk Infrastructure & Developers Pvt. Ltd.

Authorised Signatory

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SCHEDULE - I

Description of the Unit

A residential Flat 3BHK+S bearing number D-031 on the Third Floor in the Tower-D, having a Super Area of 2177 Sq. Ft. in the residential colony known as "Brisk Lumbini" situated at Sector-109, Village Babupur, Tehsil & District Gurugram, Haryana, along-with proportionate, undivided, impartible share and interest in the land alongwith other co-owners beneath the building in which the residential flat is located alongwith the right to use the following facilities / amenities:

- i) General Car Parking in the basement: 1 Slot(s) (Slot No(s) (GP-284)
- ii) DG Power Back-up : 2 KVA
- iii) The percentage of undivided interest, appertaining to the Apartment in the common areas and facilities is 0.331% as per Deed of Declaration vide Registration Number 30405 dated 02.03.2017

The Layout Plan of the Unit is appended as Annexure-I
The Basement Parking drawing is appended as Annexure-II
The Surface/Open Parking drawing is appended as Annexure-III

For Brisk Infrastructure & Developers Pv. 1

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IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR HANDS THOUGH THEIR RESPECTIVE DULY AUTHORIZED REPRESENTATIVES AS OF THE DATE FIRST ABOVE WRITTEN.

PRAMOD KUMAR
Advocate
Distt. Court, Gurugram

FOR AND ON BEHALF OF M/s. Brisk Infrastructure & Developers Pvt. Ltd.

For Brisk Infrastructure & Developers Pvt. Ltd.

(Authorized Signatory)

(VENDOR)

Mr. Kumar Kartik On behalf of (VENDEE)

WITNESSES:

1. ARHILESH GUPTA

Sto Sh. BRIJMPHAN LALGUPTA

FLAT NO- 114, MAHAGUN VILLA

PLOT NO-39 SEC-4

VATSHALL, GHAZIABAD.

PN-201010

Mahesh K. Chauhan Advocate Distt. Courts, Gurugram

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2.

DDO Code: 0362 E - CHALLAN Candidate Copy Government of Haryana Valid Upto: 17-03-2021 (Cash) 11-03-2021 (Chq./DD) GRN No.: 0074490467 Date: 10 Mar 2021 15:38:24 0362-TEHSILDAR GURGAON Office Name: Treasury: Gurgaon Period: (2020-21) One Time Head of Account Amount 0030-03-104-99-51 Fees for Registration 50000 0030-03-104-97-51 Pasting Fees 3 X PD AcNo 0 Deduction Amount: 0 Total/Net Amount: ₹ 50003 Fifty Thousands Three Rupees Tenderer's Detail GPF/PRAN/TIN/Actt. no./VehicleNo/Taxld:-PAN No: Tenderer's Name: KUMAR IKSHIT Address: AND YASHMINI GUPTA R o H NO 8134 SECTOR C 8 VASANT KUNJ NEW DELHI Particulars: REGISTRATION AND PASTING FEE Cheque-DD-Detail: Depositor's Signature FOR USE IN RECEIVING BANK Bank CIN/Ref No: 12475083135 Payment Date: 10/03/2021 Bank: Punjab National Bank Aggregator

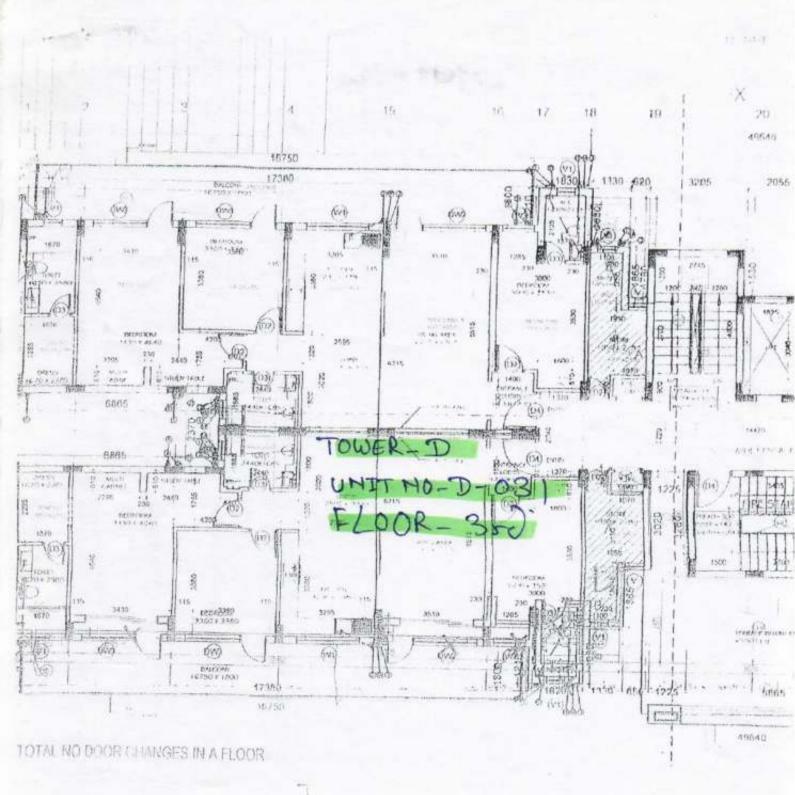
Account Prepared

Status:

DDO Code: 0362 E - CHALLAN AG/ Dept Copy Government of Haryana Valid Upto: 17-03-2021 (Cash) 11-03-2021 (Chq./DD) GRN No.: 0074490467 Date: 10 Mar 2021 15:38:24 Office Name: 0362-TEHSILDAR GURGAON Treasury: Gurgaon Period: (2020-21) One Time **Head of Account** Amount 0030-03-104-99-51 Fees for Registration 50000 0030-03-104-97-51 Pasting Fees PD AcNo Deduction Amount: ₹ a Total/Net Amount: ₹ 50003 Fifty Thousands Three only Tenderer's Detail GPF/PRAN/TIN/Actt. no./VehicleNo/Taxid:-PAN No: Tenderer's Name: KUMAR IKSHIT Address: AND YASHMINI GUPTA R o H NO 8134 SECTOR C 8 VASANT KUNJ NEW DELHI - 110070 Particulars: REGISTRATION AND PASTING FEE Cheque-DD-Detail: Depositor's Signature FOR USE IN RECEIVING BANK Bank CIN/Ref No: 12475083135 Payment Date: 10/03/2021 Bank: Punjab National Bank Aggregator Status: Account Prepared



^{*} Note :->Depositor should approach treasury for judicial stamps etc. after verifying successful/ Account Prepared status of this challan at 'Verify Challan' on e-Gras website. This status become available after 24 hrs of deposit of cash or clearance of cheque / DD.

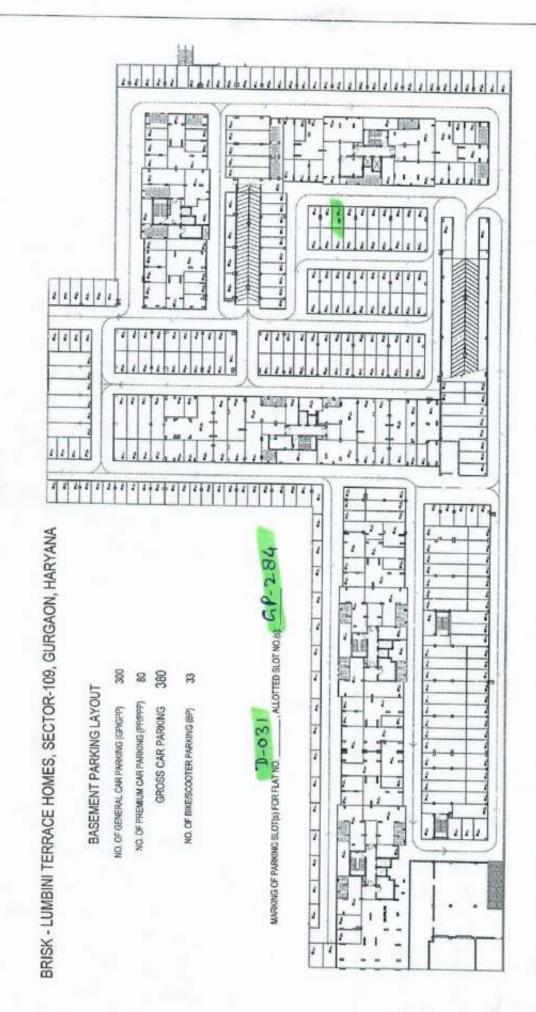


For Brisk Infrastructure & Developers Pvt. Ltd.

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UNIT- DO3/



For Brisk Infrastructure & Developers Pvt. Ltd.

Authorised Signatory