

CONVEYANCE DEED

This Deed of Conveyance (hereinafter referred to as the “**Deed**”) together with all the Schedules and Annexures is made and executed at Noida on this ____ day of _____, _____:

BY AND AMONGST

Three C Homes Private Limited CIN No.[_____], a company incorporated under the provisions of the Companies Act, 1956/2013, having its registered office at [_____] by its authorized signatory [_____] (AadharNo. [_____] authorized vide Board Resolution Dated [_____] (hereinafter referred to as the “**Promoter**”, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, and permitted assigns) (hereinafter referred to as “**Vendor**”, which expression shall, unless it be repugnant to the context thereof, be deemed to include their executors, administrators, permitted assigns and successors) of the **FIRST PART**;

AND

[If the Vendee is a Company]

Company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____ (CIN no. _____ and PAN _____) represented by its authorized signatory _____ (Aadhar no. _____) authorized vide board resolution dated _____ hereinafter referred to as the “**Vendee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) of the **SECOND PART**;

[OR]

[If the Vendee is a Partnership Firm]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (Aadhar no. _____) authorized vide _____, hereinafter referred to as the “**Vendee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns) of the **SECOND PART**;

[OR]

[If the Vendee is an Individual]

Mr./Ms. _____, (Aadhar no. _____) son / daughter of _____, aged _____ about _____, residing at _____, (PAN _____), hereinafter called the “**Vendee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted A assigns) of the **SECOND PART**;

[OR]

[If the Vendee is a HUF]

Mr. _____, (Aadhar no. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, (PAN _____), hereinafter referred to as the “**Vendee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns) of the **SECOND PART**;

It is clarified that the use of any gender, in this Deed or use of singular or plural expression shall be understood to mean the appropriate gender or singular or plural expression with reference to the context and text of any particular clause of the Deed and the same shall be read and construed accordingly as the context demands.

The Vendor and the Vendee are hereinafter collectively referred to as the “Parties” and individually as a “Party”.

WHEREAS:

- A. Yamuna Expressway Industrial Development Authority vide Lease Deed dated 10.06.2011 duly registered as Document No. 10287, Book No. 1, Volume No. 8687 at Page No. 1 to 30, read with Correction Deed dated 04.02.2013, registered as Document No. 2553, Book No. 1, Volume No. 12504, Page No. 293 to 870, granted leasehold rights over the Plot bearing No. TS-01, Sector 22A, Yamuna Expressway Industrial Development Area, Gautam Buddh Nagar, Uttar Pradesh, 201308, measuring approximately 404,860.60 square meters (“**Larger Parcel of Land**”), for a period of 90 years in favor of the Promoter.
- B. The Project Land (admeasuring 20,243 sq. mtrs.) forms part of the Larger Parcel of Land, bearing Plot No. C -1, TS-01, Sector 22A, Yamuna Expressway Industrial Development Area, Gautam Buddh Nagar, Uttar Pradesh, 201308, wherein the Promoter is constructing and developing a Commercial Project having Commercial Units of various sizes and dimensions (the “**Project Land**” or “**Said Land**”) under the name _____, having RERA No. _____ (hereinafter referred to as the said “**Project**”).
- C. The Said Land is earmarked for the purpose of building, developing and constructing a Commercial Project comprising of

Retail/Commercial/Space/Shop/Multiplex/Banquet/Service Apartment/Studio
 (“Units”) to be used for Commercial Purposes.

- D. Pursuant to the above, the Vendor is developing a Commercial Project comprising of Retail/Commercial/Space/Shop/Multiplex/Banquet/Service Apartment/Studio over the Said Land by the name of “_____” (hereinafter referred to as the “Project”).

- E. The Applicant(s) submits/ confirms/ acknowledges/ understands that the management of Three C Homes Private Limited as it stands as on 13.06.2023 is that of Ace Infracity Developers Private Limited in terms of Hon'ble NCLT, Delhi order dated 13.06.2023 in the case titled as: - Arun Kumar Sinha Vs Three C Homes Private Limited (C.P. (IB) - 432/2019) in the I.A filed by Mr. Gaurav Katiyar (I.A. No. 3885/202).
- F. The Vendor has obtained the layout plan, sanction plan, specifications and all necessary approvals for the promotion and development of the said Commercial Project and the units thereon from the Yamuna Expressway Development Authority, Greater Noida, Gautam Buddha Nagar, Uttar Pradesh, 203201) (hereinafter referred to as "YEIDA").
- G. The Vendee herein, after having demanded, seen and examining all the necessary documents and deeds, including Lease Deed read with Correction Deed, Letter of Possession of the Larger Parcel of Land (Project Land being a part of it), approved sanction plans, has fully acquainted and satisfied himself/itself with the title of the Vendor over the said land, tentative building plans, and other relevant documents, and as to their lawful right to construct the said Commercial Project thereon, and further to sell the units to be constructed on the said land, and having fully understood all limitations and obligations of the Promoter, has applied to the Vendor to purchase of a Retail/Commercial/Space/Shop/Multiplex/Banquet/Service Apartment Studio space in the Project and the Vendor has agreed to allot/sell the same to the Vendee on the terms mutually agreed and as recorded hereinafter.
- H. Pursuant to the aforementioned, the Vendor is the absolute and legal owners of the Unit No. _____ admeasuring _____ sq. ft. / _____ Sq. mtr on Floor No. _____ of Project – _____ situated at Plot No. C – 1, TS-01, Sector 22A, Yamuna Expressway Industrial Development Area, Gautam Buddh Nagar, Uttar Pradesh, 201308 more described in **Schedule-I** attached hereto (hereinafter referred to as "Unit").
- I. The Vendor has agreed to sell, transfer, convey and assign to the Vendee and the Vendee has agreed to purchase the Unit with all appurtenant and easementary right therein/ thereto for a total sale consideration of INR _____ (Indian Rupees _____ only) ("**Consideration**").
- J. The Vendor has agreed to sell to the Vendee the Unit together with proportionate rights in the common areas and facilities including all ways, paths, passages, easements, and appurtenances whatsoever to the said Unit to have, hold and enjoy the same unto the Vendee, absolutely and forever.
- K. No one besides the Vendor has any interest, right or claim of any kind in the Said Land and the Unit, which at the date hereof is free from all encumbrances and legal disputes and the Vendor has full and unrestricted right and power to convey, assign, transfer, alienate and sell the same.
- L. The Vendee after having satisfied itself with the facts aforesaid and having inspected the relevant record relating to title of the Said Land and various approvals, has agreed to purchase the Unit for the consideration and terms stipulated in this Deed

and on the specific assurance that the Vendor is fully competent to sell the Unit in the said Project.

- M. The Vendor and the Vendee pursuant to the aforesaid are desirous of executing this Deed of the Unit in favour of Vendee.

NOW THIS DEED WITNESSETH AS UNDER:

1. That in consideration of the aforesaid and in consideration of the Vendee having paid the Consideration in the manner provided herein below, the Vendor does hereby grant, convey, sell, transfer and assign, all its rights, titles, interests, liberties, privileges and advantages in the Unit to the Vendee, on the terms and conditions herein contained, with full right of ingress and egress, together with all easements, liberties, privileges, rights and advantages appurtenant thereto and every part thereto and appurtenances whatsoever to the Unit and hereditaments and hold the same unto and to the use and ownership of the Vendee, its successors and assigns as absolute owners forever and at all times hereafter.
2. The Vendee has paid the entire Consideration being a sum of INR _____ (Indian Rupees _____ only) to the Vendor in the following manner, the receipt of which the Vendor hereby accepts and acknowledges:
3. Simultaneously with the execution of this Deed, the Vendor has delivered full, free and quiet, vacant, legal and physical possession of the Unit to the Vendee. The Vendor hereby confirms, assures and declares that the Vendee shall enjoy all rights of ownership, possession, privileges, easements and appurtenances of the Unit and shall derive all benefits therefrom without any hindrance, objection or interference from the Vendor, and/or any person claiming through it/them.
4. The Parties agree that all taxes and statutory levies whether payable presently or in future in relation to Unit shall be paid by the Vendee on pro-rata basis or as may be prescribed under law. The Vendor hereby confirms, assures and undertakes that all license fees, external development charges, internal development charges, infrastructure development charges, infrastructure augmentation charges and other transaction taxes, environmental clearances, authorizations and approval (including all fees and amounts payable thereto) and other related liabilities and obligations in relation to the Unit, the Said Land and the Project shall at all times be the sole liability and obligation of the Vendor and the Vendee shall be indemnified and kept harmless by the Vendor in relation to all such liabilities and obligations.
5. That pursuant to this Deed, the Vendor, or any person claiming from or through the Vendor, does not and shall not have any right, title, interest, claim, demand or concern of any nature in the Unit and the Vendee has become the absolute owner of the Unit with full rights to use, enjoy, sell and transfer the same as absolute owner without any hindrance or objection by the Vendor or any other person claiming under the Vendor, and the Vendor shall not create any right, title, interest, claim, encumbrance, including but not limited to a gift, mortgage, charges (whether fixed or floating), lien, trust, exchange, lease, legal flaws, claims, security interest or other encumbrances of any kind and/ or agreement to sell on the Unit.
6. The Vendee agrees that use of the Unit shall always be used for Commercial purpose only.

7. The Vendor hereby declares, represents, warrants, covenants and undertakes that:
- (a) It has clear and marketable title, as owner, to the Unit, and is in exclusive possession thereof;
 - (b) The Vendor has not transferred or agreed to transfer the Unit or any portion thereof in favour of a third party whether by way of sale, lease, license, assignment, mortgage, gift, alienation of possessory right or any other manner whatsoever;
 - (c) It has no objection to the sale of the Unit in favour of the Vendee and further that upon execution of this Deed the Vendor shall endorse and update the name of the Vendee as the owner of the Unit in its records without Vendee being required to pay any fees or charges to the Vendor;
 - (d) It is competent and entitled to deal with the Unit or any part thereof without any restrictions whatsoever;
 - (e) It has paid all taxes, duties, cesses, charges and levies payable by the Vendor till date including EDC/ IDC payable to concerned authority. The Vendor shall continue to be solely liable to discharge all demands made in relation to or in respect of the Unit in future, which pertains to the period prior to this Deed;
 - (f) The Unit, or any portion thereof, has not been nor intended to be requisitioned by any Governmental Authority for any purpose whatsoever;
 - (g) The Vendor has not received any notice from the Income tax authorities, and there is no pending or threatened tax proceedings against the Vendor;
 - (h) The Unit is not the subject matter of any tax or attachment proceedings of any nature whatsoever;
 - (i) It has, neither done nor permitted to be done nor been party to any act whereby its rights and title to the Unit is in any way be impaired or whereby the Vendor may be prevented from transferring the Unit;
 - (j) In the event of any acquisition by any government department or body, the Vendee shall be exclusively entitled to receive and recover the entire compensation/ enhanced compensation against the acquisition of the Unit and also be solely and exclusively entitled to receive the alternative land as compensation against the acquisition of the aforesaid land directly from the concerned government department to the exclusion of the Vendor/ Owners or their legal heirs;
 - (k) The Unit is free from all kinds of encumbrances such as notifications, prior sales, liens, charges (whether fixed or floating), acquisition, injunction, sale, gift, mortgage, disputes, litigation (not limited to suits, civil and criminal actions, arbitration proceedings, and all legal proceedings, pending, threatened or proposed whether before any court, judicial or quasi-judicial or regulatory authority, tribunal, governmental/ statutory authority or any arbitrator or arbitrators), attachment under the decree or order of any court, tribunal or any

other competent body/ authority, Will, trust, exchange, lease, legal flaws, claims assignment, security interest or other encumbrances of any kind and/ or prior agreement to sell, and there is no impediment whatsoever in their way to sell the Unit and there are no breaches, nor is there any notice of requisition or acquisition, written or verbal, from any governmental/ statutory authority in respect of the Unit and if it is ever proved otherwise, or if the whole or any portion of the Unit is ever taken away or goes out from the possession of the Vendee whether permanently or temporarily on account of any legal defect in the ownership and title of the Vendor, then the Vendor would be liable and responsible to make good the loss suffered by the Vendee and hereby indemnifies the Vendee to keep the Vendee saved and harmless against all such losses, costs, damages, fines, penalties and expenses accruing thereby to the Vendee;

- (l) No encroachment, intrusion and/ or trespass has been made/ done, in any manner on the Unit;
- (m) No consents, approvals, order or authorization of, or registration, qualification, designation, declaration or filing with any person is required in connection with the execution, delivery and performance of this Deed by the Vendor;

8. The Vendee hereby declares, represents, warrants, covenants and undertakes that:

- a) The Vendee is aware that the said Project requires proper and periodic maintenance and upkeep and unless the said Project including its Common Areas and Facilities are maintained in proper form with neat and clean environs, the full utility of the said Project cannot be availed by the users / occupants. It is for these, amongst other reasons, that the Vendee has agreed to purchase the Unit on the specific understanding that the right to use Common Areas and Facilities shall be subject to payment of maintenance charges by them, amongst other charges, as determined by the Maintenance Agency.
- b) The Vendee hereby accepts that the provisions of such maintenance services and use and access to the Common Areas and Facilities in the Said Complex shall at all times be subject to payment of all costs, charges, fee etc. by whatever name called, including but not limited to requisite security deposit, periodic maintenance charges, etc. ("**Maintenance Charges**") to the Maintenance Agency, and performance of all conditions, covenants, obligations and responsibilities-of the Vendee under this Agreement. The estimates of the Maintenance Agency shall be final and binding on the Vendee. The decision of the Vendor or its nominee including any other body in respect of the cost of maintenance will be final and binding on the Vendee.
- c) The Vendee shall carry out day to day maintenance of the Unit and the normal maintenance, repairs, including painting, distempering and polishing of the interior surfaces of the Unit at their own cost. The Vendee shall abide by all laws, bye-laws, rules and regulations of the government/ local bodies and other authorities as well that of the Vendor and its nominated maintenance agency and shall attend to, answer and be responsible for all deviations, notations or

breaches of the said laws and shall perform all the terms contained in this Deed of Conveyance.

- d) The Vendee undertakes to use / cause to use the Unit for permitted purposes only and not to carry on or permit to be carried on in the Unit or in any part thereof any activity which is or likely to be unlawful, obnoxious or to cause nuisance, annoyance or disturbance to other Vendee / tenants / occupants of the said Project or store any goods of hazardous or combustible nature or which are heavy so as to affect the construction or the structure of the building or any part thereof or in any manner interfere with use of common areas. The Vendee hereby indemnify and hold harmless the Vendor for any use of the Unit in contravention of the stipulations contained in the Deed of Conveyance and rules and regulations of the municipal or local body or government/ authority.
- e) That the Vendee's ownership and right to use and occupy the said Unit shall be in accordance with and as contained in this Deed of Conveyance.
- f) That the Vendee hereby indemnify and assure the Vendor that the Vendee and / or their heirs, representatives, agents, employees, subsequent purchasers, tenants or anybody else claiming possession of the Unit through them:
 - i. shall not chisel or in any other manner to damage columns, beams, walls, slabs or R.C.C. or other structural members in the said Unit.
 - ii. shall not decorate the exterior of the Unit otherwise than in the manner agreed in writing by the Vendor.
 - iii. shall not make any encroachments or obstructions in common areas/facilities/services or cause hindrance in the use and enjoyment of all common areas/facilities/services/ communication areas of the said Project.
 - iv. shall not close the verandahs or lounges or balconies or common passage or common corridors or other common areas even if particular floor/floors are occupied by the same Vendee(s)/ purchaser(s)/ transferee(s).
 - v. shall not make any pollution (including noise, air and water) by use of loudspeaker or otherwise and/or throw away or accumulate rubbish, dust, rag, garbage or refuse, anywhere save and except at areas/places specifically earmarked for the purpose in the said Project.
 - vi. shall not put or cause to put any sign board, neon-light, name or name-board, publicity or advertisement material, banner or hoarding or objects on the external outer walls, façade of the Unit or at any other place in the Project, without the prior written permission of the Vendor.
 - vii. shall not change or permit change of the colour scheme of the outer walls or paint on the exterior side of the doors and windows etc. or carry out any change in the exterior elevation and/ or design of the Unit or the said Project and shall not violate any term of this

- (ii) on account of any encumbrances including but not limited to notifications, prior sales, liens, charges (whether fixed or floating), acquisition, injunction, sale, gift, mortgage, disputes, litigation (not limited to suits, civil and criminal actions, arbitration proceedings, and all legal proceedings, pending, threatened or proposed whether before any court, judicial or quasi-judicial or regulatory authority, tribunal, governmental/ statutory authority or any arbitrator or arbitrators), attachment under the decree or order of any court, tribunal or any other competent body/ authority, trust, exchange, lease, legal flaws, claims assignment, security interest or other encumbrances of any kind and/ or prior agreement to sell or notice of any claim, requisition or acquisition, written or verbal, from any governmental/ statutory body in respect of the Unit. Further, on account of any encumbrance created or existing on the Unit sought to be enforced against the Vendor/ Owners after execution of this Deed;
- (iii) due to any action of any concerned authority, on account of Vendor's failure to pay any taxes, fees, charges, cesses, rates, levies, assessments and all other outgoings, fees and charges till the date of execution of this Deed.
- (iv) due to any action taken by the Income tax authorities or any other governmental authority(ies) which affects the sale of the Unit or any part thereof in favour of the Vendee hereunder or otherwise affects the right, title and interest of the Vendee thereto.

12. Save and with the sole exception of the interior area of the Unit transferred to the Vendee, the Vendee shall have no proprietary rights, titles or interests over any common area and facilities, provided that the Vendee subject to the payment to the Maintenance Agency (defined below) of all of maintenance charges, shall have an unhindered and unfettered right of use of Common Area and Facilities (defined below). The Common Areas and Facilities shall mean and include all such parts/ areas in the Project which the Vendee shall use by sharing with other occupants of the Project which would include, the entire land for the Project, the stair cases, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of building of the Project, the common basements/ Stack Parking, terraces, parks, play areas, open parking areas and common storage spaces, the premises for the lodging of persons employed for the management of the Project including accommodation for watch and ward staffs or for the lodging of community service personnel, installations of central services such as electricity (including electricity sub-station), gas, water (including underground tank) and sanitation (including sewage treatment plant), air-conditioning and incinerating, system for water conservation and renewable energy (including rain water harvesting system), the water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use, all community facilities in the Project, all other portion of the Project necessary or convenient for its maintenance, safety etc. and in common use and the like and all easement rights of access and other service areas including the space utilized for installation and placement of generator sets etc. and shall include those Common Areas and Facilities as may be declared by the Vendor in accordance with law ("**Common Areas and Facilities**"). All such Common Area and Facilities shall

remain the property of the Vendor, which shall be responsible for the maintenance and upkeep of the same till the time it is transferred/ assigned to any other body or association or society of residents of the Project, in accordance with the provisions of any law applicable to the Project.

13. The Vendor shall, through its nominated maintenance agency, provide the requisite common area maintenance services within the Project which shall broadly include operation and maintenance of power backup and generator systems, garbage disposal & upkeep of common areas, water supply, sewerage system and drainage system, lighting facilities for the common area and internal roads, maintenance and upkeep of internal roads, pathways, common horticulture, provision of general watch and ward within the complex and common installations/ equipment/ machines in the Project and insurance thereof (collectively referred to as “**Maintenance Services**”).
14. The Vendee hereby agrees that the Vendor shall be entitled to undertake the provision of the Maintenance Services, either through itself or through any other agency designated/ nominated/ appointed by it (collectively referred to as “**Maintenance Agency**”). The Vendee hereby agrees and undertakes to make timely payment towards all charges, and dues in relation to provision of the Maintenance Services (the “**Maintenance Charges**”) as may be fixed by the Maintenance Agency from time to time, and as revised by the Maintenance Agency from time to time. It is hereby agreed that the Maintenance Charges shall be due and payable from the first day of the following calendar month, irrespective of whether the said Unit is physically occupied by the Vendee or not.
15. The Vendee agrees and undertakes to enter into and execute a separate agreement with the Maintenance Agency (the “**Maintenance Agreement**”) in relation to provision of Maintenance Services in the Project simultaneously with this Deed. The Maintenance Agreement shall *inter alia* specify the scope of the Maintenance Services to be provided in relation to the Unit and the Project and the applicable Maintenance Charges & other charges payable by the Vendee in respect of the same.
16. The Vendor or Maintenance Agency and their representatives, employees etc. shall be permitted at all reasonable times to enter with prior written notice into and upon the said Unit, roof top, terrace, balconies etc. of the building built on the said Unit for any maintenance activities such as connections/ disconnections of the electricity and water and/or for repairing/ changing wires, gutters, pipes, drains, part structure etc.
17. That all the rates, taxes, charges, levies and other assessments levied or leviable in relation to the Unit by any authority including electricity, water charges and maintenance charges payable to the Maintenance Agency and other dues, charges, out goings, demands, of all nature and description payable in respect of the said Unit for the period up to the date of this Deed has been paid by the Vendor.
18. The Vendee may get the Unit mutated in its own name in the records of all concerned authorities on the basis of this Deed or its certified true copy, at its own expenses and costs. The Vendor undertakes to extent all assistance and co-operation as may be required by the Vendee to get the said Unit mutated in the name of the Vendee in the records of concerned local/ revenue/ municipal authorities. Further,

the Vendee shall ensure that the Vendee's name is mutated in the records of all concerned authorities in relation to the Unit within 30 (Thirty) days of the date of this Deed.

19. All expenses with respect to registration and execution of this Deed namely, stamp duty, registration charges and any other allied charges shall be borne and paid by the Vendee.
20. That any notice, letter, communication etc. to be made, served or communicated unto the Vendor under these presents shall be in writing and shall be deemed to be duly made, served or communicated only if the notice or letter or communication is addressed to the Vendor at the Registered Office address mentioned above or such other address as may be intimated by the Vendor in this behalf and sent by registered/speed post. Similarly, any notice, letter or communication to the Vendee shall be deemed to be made, served or communicated only if the same in writing is addressed to the above-mentioned address of the Vendee(s) by registered/ speed post/ A.D.
21. That if any provision of this Conveyance Deed shall be determined to be void or unenforceable under any applicable law, such provision shall be deemed to be amended or deleted in so far as reasonably consistent with the purpose of this deed of Conveyance and to the extent necessary to conform to applicable laws and the remaining provisions of this deed of Conveyance shall remain valid and enforceable in accordance with their terms.
22. That his Conveyance Deed and the terms and conditions contained herein constitutes the sole and entire agreement between the parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreement, correspondences, arrangements whether written or oral, if any, between the Parties.

**SCHEDULE-I
DESCRIPTION OF THE UNIT**

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IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS DEED AT THE PLACE AND ON THE DATE, MONTH AND YEAR MENTIONED HEREINABOVE.

By the within named “**Vendor**”
Through its authorised signatory

By the within named “**Vendee**”
Through its authorised signatory

Name: _____

Name: _____

Witness:

Witness:

Name: _____

Name: _____

Address: _____

Address: _____