

CONVEYANCE DEED

Type of Deed	Conveyance Deed
Village	Jalalpur Ghosi
Tehsil	Sadar
District	Prayagraj
Type of Property	Residential
Property Address	Apartment No..... Floor Tower Yamuna Enclave, Solitaire Valley, Jalalpur Ghosi, Prayagraj, UP
Super Area Sq. Mtrs (..... Sq. Ft.)
Sale Consideration	Rs.
Stamp Duty	Rs.
Stamp Serial No. & Date

This Conveyance Deed (“**Deed**”) together with all annexures is made and executed on this _____ day of _____, at Prayagraj, Uttar Pradesh, India.

BETWEEN

“**The Innovators Digital Ads Pvt. Ltd.**” (CIN no. U70102UP2005PTC029615), a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at **91, Katghar Road, Prayagraj , U.P-211001** and its corporate office at 902, Office Tower, Logix City Centre, Noida, Uttar Pradesh - 201301 (PAN – AACCT2262N), **Mr. Mayank Jaiswal** is chairman of the company represented by its **Authorized Signatory Mr. Vinay Shukla authorised vide Board Resolution dated 15-06-18** (hereinafter referred to as the “**Promoter**” which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its chairman of company successor-in-interest, and permitted assigns) of the **FIRST PART (VENDOR)**;

AND

Mr/Mrs. Singh s/w/d of W/O, aged about ____ yrs., (PAN-.....) and s/w/d of , aged about _____ yrs., (PAN-), residing at (hereinafter called the “**Allottee**” which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators, successors-in-interest and permitted assigns) **SECOND PART (VENDEE)**.

The **VENDOR** and **VENDEE** shall hereinafter collectively be referred to as the “**Parties**” and individually as a “**Party**”

Capitalized terms used herein this Deed but not defined shall have the same meaning as ascribed to them in the Apartment Buyer’s Agreement (defined hereinafter) executed between the Parties.

WHEREAS:

- A. The Party being the owner of the land situated at village Jalalpur Ghosi, Tehsil-Sadar, Distt Prayagraj, UP admeasuring about 7040 Sq. Mtr land. The Promoter is the absolute and lawful owner of (Khasra nos/surve no) **Arazi No 82, 83 and 85 admeasuring 5460** square meters situated at Jalalpur in Tehsil & District Prayagraj , (“**Said Land**”) *vide* sale deed(s) dated 10/07/2006 registered in the office of sub-Registrar Prayagraj in book No-1, Volume 336 at pages 363 /464 as documents No. 2479 on dated 10/07/2006.
- B. In accordance with the approved Building Plans and other sanctions/permissions obtained from the concerned authorities, the Developer has developed a group housing colony over the said land known by the name of **Yamuna Enclave (PMAY) Solitaire Valley**.
- C. The Vendor is fully competent, authorized and has all the necessary approvals, consents and permissions to inter alia sell all the residential apartments in the group housing colony Yamuna Enclave (PMAY), Solitaire Valley.

- D. The Vendee demanded from the Developer and the Developer has allowed the Vendee to inspect all ownership records of the said Land, the said License and the various approvals granted by the PDA and other statutory authorities. Layout Plan and Building Plans along with modifications thereto envisaged during the course of completion of Yamuna Enclave (PMAY) Solitaire Valley and all other documents relating to the right, title and competence of the Vendor to construct, market, sell and convey the apartments in Yamuna Enclave (PMAY). The Vendee has fully satisfied in all respects, with regard to the right, title, competency and interest of the Vendor in the said Land/License and has completed its due diligence to its entire satisfaction.
- E. The Vendee acknowledges that the Vendor has readily provided complete information and clarifications as required by the Vendee, however the Vendee has ultimately relied upon its own independent investigations and judgment in purchasing the said Apartment (defined hereinafter). Save and except as specifically represented herein or in the Apartment Buyer's Agreement, the Vendee's decision to purchase an apartment in Yamuna Enclave (PMAY) is not influenced by any architect's plans, sales plans, sale brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever, including, but not limited to, any representations relating to the said Land, or the apartments or the interior spaces therein or any other physical characteristics thereof, the estimated facilities/amenities to be made available to the Vendee or any purported services to be provided by the Vendor whether written or oral, made by the Vendor or its selling agents/brokers, or otherwise. The Vendor hereby disclaims to have made any representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, except those mentioned in the Conveyance Deed. No oral or written representations or statements shall be considered to be part of this Conveyance Deed and this Conveyance Deed is self contained and complete in itself in all respects.
- G. The Vendee after fully satisfying itself with respect to the right, title and interest of the Confirming Party the said Land, the approvals and sanctions for Yamuna Enclave (PMAY) project as well as the designs, specifications and suitability of the construction, approached the Developer and applied for allotment of Apartment No. _____ on Floor _____, Tower _____ in Yamuna Enclave (PMAY) , Vill- Jalalpur Ghosi, Tehsil-Sadar, Prayagraj, Uttar Pradesh , having a super area of _____ sq. mtrs., (_____ sq. ft.) or thereabouts approximately, together with the exclusive right to use Parking Space(s), which form an indivisible part thereof and entered into the Apartment Buyer's Agreement dated _____
("Apartment Buyer's Agreement") for purchase of the same on the terms and conditions contained therein.
- H. The Vendee hereby acknowledges and agrees that the final Super Area of Apartment No. _____ on Floor _____, Tower _____ in Yamuna Enclave (PMAY) , Vill- Jalalpur Ghosi, Tehsil-Sadar, Prayagraj, Uttar Pradesh , is _____ sq. mtrs., (_____ Sq. Ft.).
- I. The construction of Apartment No. _____ on Floor _____, Tower _____ in Yamuna Enclave (PMAY) , Vill- Jalalpur Ghosi, Tehsil-Sadar, Prayagraj, Uttar Pradesh , is now complete and the Vendee has made the payment of the agreed consideration amount and has accordingly requested the Vendor to execute the conveyance of the Apartment in its favour.

NOW THEREFORE THIS DEED BETWEEN THE PARTIES WITNESSETH AS UNDER:

1. In consideration of the receipt of a sum of **Rs.**_____/- (**Rupees** _____)

_____ **only**) paid by the Vendee to the Vendor towards cost of the Apartment, the Vendor do hereby grant, convey, transfer, assign and assure unto the Vendee by way of sale, the **Apartment No. _____ on Floor _____, Tower _____ in Yamuna Enclave (PMAY) , Vill- Jalalpur Ghosi, Tehsil-Sadar, Prayagraj, Uttar Pradesh** , having a super area of _____ sq. mtrs., (_____ Sq. Ft.), together with the exclusive right to use _____ nos. Parking Space (s) bearing Parking Space No. _____, (hereinafter referred to as the said "**Apartment**"), more particularly described in the **Schedule, forming part of this Deed**; together with all ways, paths, passages, rights, liberties, privileges, easements, benefits to the said Apartment; AND subject to adherence of terms and conditions as stated hereinafter as well as the terms, conditions, stipulations and restrictions contained in the Declaration.

2. The Vendor assures the Vendee that the said Apartment is free from all encumbrances such as sale, gift, mortgage, disputes, attachment, lien, claims etc., and there is no legal impediment or restraint of any nature whatsoever for the transfer of the said Apartment to the Vendee.
3. The Vendee has already taken the possession of the said Apartment after having inspected and fully satisfied itself about all items of work, quality of workmanship, materials, specifications, fittings and fixtures used and/or provided therein and all other services rendered or to be rendered. And the Vendee assures the Vendor that it shall not raise any objection or make any claim against the Vendor in respect of any item of work which may be alleged to have been or not have been carried out or completed or for any other reason whatsoever and such claim or objection, if any, shall be deemed to have been waived off by the Vendee.
4. The Vendee hereby agrees and undertakes that the Parking Space No. _____ forms an indivisible and inseparable part of the said Apartment and the said Parking Space(s) shall have no separate legal entity or be in any manner independent of the said Apartment.
5. The Site Plan of Yamuna Enclave (PMAY) project is annexed herewith as **Annexure-I** and the Floor Plan for the said Apartment (depicting layout of Floor _____ of Tower-_____) is annexed herewith as **Annexure-II**. The Unit Plan of the said Apartment is annexed herewith as **Annexure- III**.
6. The Vendee confirms that the Vendor shall have the first charge on the said Apartment in respect of any amount outstanding and payable by the Vendee towards any additional EDC, IDC, additional IDC, taxes, demands, assessments etc., as mentioned hereinabove. The Vendee confirms that any amount payable by it shall be treated as unpaid sale price and the Vendor shall have the first charge on the said Apartment for recovery of the same.
7. The Vendee hereby acknowledges that in compliance of the directions of the PRAYAGRAJ DEVELOPMENT AUTHORITY, the maintenance of Yamuna Enclave (PMAY) shall be undertaken by Yamuna Enclave Condominium Owners Welfare Association (Yamuna Enclave (PMAY) RWA) constituted under the provisions of the Apartment Ownership Act, ("**Apartment Act**").
8. The Vendee hereby also assures, represents and warrants to the Vendor that it shall comply with the terms hereof and with all the applicable laws and statutory compliances with respect to the said Apartment, the said Land and to any proposed construction to be raised thereon and relying on all the assurances, representations and warranties made herein by the Vendee, the Vendor has agreed to enter into this Deed.

9. The Vendee shall have no ownership claim over or in respect of any open spaces, parking spaces, commercial areas, convenient shopping, club/ community building, school and other units constructed as required/permitted by the PRAYAGRAJ DEVELOPMENT AUTHORITY and all such areas which have not been specifically sold or which do not form part of the Common Areas set out in the Declaration. Such areas shall remain the property of the Developer/Confirming Parties, who shall be free to deal with these in accordance with law. The Vendee shall not have any right to interfere in any manner with the booking, allotment, sale, management or resale in due course of any commercial units or commercial developments, convenient shopping, club / community building, school, or any other construction as is required/permissible by the PRAYAGRAJ DEVELOPMENT AUTHORITY under the License which are not part of the Common Areas or the common services for the use of all the purchasers or specific set of purchasers. This clause shall survive the conveyance of the said Apartment.

The Vendee shall only have a joint and non-exclusive right of use of the Common Areas and common services and facilities subject to the timely payment of the maintenance charges.

10. That if any balance/enhanced/revised charges for EDC/IDC or by whatever name called is levied with retrospective effect, including any interest thereon, by the PRAYAGRAJ DEVELOPMENT AUTHORITY after the execution of the Conveyance Deed in respect of the said Apartment, the Vendee agrees and undertakes to pay such balance/enhanced/ revised charges on demand to the Vendor directly or through Yamuna Enclave (PMAY) RWA as the case may be on proportionate basis in accordance with the value set out in the Declaration or as may be determined by Yamuna Enclave (PMAY) RWA. The Vendee shall always be responsible and liable for the payment (either directly or through Yamuna Enclave (PMAY) RWA) of its pro-rata share of any enhanced EDC/IDC, municipal taxes, property taxes, VAT, WCT, GST, Service Tax, Labour Cess with any interest and/or penalty thereupon, any other third party/statutory taxes and/or any other demands raised by the Government of Uttar Pradesh with a view to recover cost of development with regard to sector roads, state/national highways, transport, irrigation facilities, environment conservation schemes, welfare or special project/scheme etc. or in the nature of infrastructure charges and/or by whatever name called. This clause shall survive the conveyance of the said Apartment.
11. The Vendor shall have the right to make additional construction anywhere in Yamuna Enclave (PMAY) to the extent permissible by the Government of Uttar Pradesh or PRAYAGRAJ DEVELOPMENT AUTHORITY. The Vendee shall not raise any objection whatsoever and the Vendor shall have the absolute right to transfer such additional construction in any manner whatsoever as the Vendor may in its sole discretion think fit. The Vendor shall be entitled to connect the electric, water, sanitary and drainage fittings on any additional structures/storeys with the existing electric, water, sanitary and drainage fittings of Yamuna Enclave (PMAY) . The Vendee shall not have any right to object to the Vendor constructing or continuing with the construction of any other building(s)/structures in Yamuna Enclave (PMAY) or putting up additional floors to any of the existing towers/buildings in Yamuna Enclave (PMAY) or undertaking modification of any unsold apartment/units/areas therein. This clause shall survive the conveyance of the said Apartment.
12. The Vendee further agrees that it shall not claim any compensation or withhold the payment of any charges on the ground that the infrastructure required for Yamuna Enclave (PMAY) is not yet complete, or on any other ground whatsoever.

13. Except for the terraces, if any, specifically and exclusively reserved for the use of the Apartment, the Vendor alone shall have the absolute title and the sole right to use to the terraces of the various structures/towers/buildings comprising Yamuna Enclave (PMAY) and the area of such terraces has not been included in the Super Area of the Apartment. The Vendor shall have sole right to give on lease or hire any part thereof for any purpose whatsoever including installation and operation of antenna, satellite dishes, communication towers, other communication equipment or to use/hire/lease the same for the purpose of advertisement spaces or otherwise and the Vendee shall not have any right to object to or prevent the same.
14. The Vendee confirms that the Parking Space(s) allotted to the Vendee for exclusive use is inseparable, indivisible and forms an integral part of the said Apartment. The Vendee confirms that the Vendee has no right to sell/transfer/or deal with the Parking Space(s) independent of the said Apartment. The Vendee shall park its vehicle(s) in the Parking Space(s) allotted for its exclusive use and not anywhere else. The Vendee shall not modify or make any changes or cordon off or otherwise erect any temporary structure(s) in the Parking Space(s).. The Vendee confirms that Parking Space(s) shall automatically be cancelled in the event of cancellation, surrender, relinquishment, resumption, re-possession etc. of the said Apartment, under any provision(s) of this Deed. All clauses of this Deed shall apply mutatis mutandis to the Parking Space(s).

The Vendee understands that the service areas in the basement/stilts provided in the Yamuna Enclave (PMAY) are reserved for services, use by maintenance staff etc. and shall not be used by the Vendee for parking or for any other purpose whatsoever. The Vendee confirms that parking spaces earmarked for parking in the stilt/basement are meant for exclusive use for parking in the Yamuna Enclave (PMAY) and does not form part of general and/or limited common areas and facilities of the said Apartment and /or Yamuna Enclave (PMAY) constructed on Land for the purpose of the Declaration. The Vendee shall not have any right, title or interest in the parking spaces of Yamuna Enclave (PMAY) other than those allotted to the Vendee. The Vendee acknowledges that the Vendor shall remain the owner of the parking spaces within Yamuna Enclave (PMAY) which have not been allotted to any apartment owner and the Vendor shall have the right to use the same in any manner or transfer the same to any person including the occupant(s)/owner(s) of the commercial areas, club, school or other units.

This clause shall survive the conveyance of the said Apartment.

15. The Vendee acknowledges and confirms that the infrastructure facilities provided by the Government is beyond the control of the Vendor and the Vendee shall not have a right to raise any claim or dispute against the Vendor in respect of the facilities provided by the Government or any other statutory authorities.
16. The Vendee hereby also undertakes to abide by all the conditions, restrictions and other stipulations imposed in respect of Yamuna Enclave (PMAY) by virtue of the License granted to the Vendor for Yamuna Enclave (PMAY) and shall also abide by the applicable Zoning Plans, Building Plans and all laws, bye-laws, rules, regulations and policies applicable to the said Apartment and/or Yamuna Enclave (PMAY) or as imposed or may be imposed in future under any applicable law. This clause shall survive the conveyance of the said Apartment.
17. The Vendee shall not use or allow to use the said Apartment for any non-residential purpose or any activity that may cause nuisance to other purchasers/occupants of Yamuna Enclave (PMAY) . This clause shall survive the conveyance of the said Apartment.

18. The Vendee undertakes and agrees that any violation of the following shall entitle the Vendor or Yamuna Enclave (PMAY) RWA to enter into the said Apartment wherever necessary and reverse such violation at the cost of the Vendee;
- (i) The Vendee shall not cover or construct on the balcony (ies) and shall only use the same as open balcony(ies) and in no other manner whatsoever.
 - (ii) The Vendee shall not under any circumstances whatsoever, do, allow or permit any remodeling, alteration, variation, change or build upon the look, color, design, texture, fixtures, materials or any combination thereof comprising the exterior or facade of the buildings or the said Apartment.
 - (iii) The Vendee shall not under any circumstances do or allow any alteration/modification/change to the structure or layout within the said Apartment, save and except with the prior permission of Yamuna Enclave (PMAY) RWA/Vendor in writing.

This clause shall survive the conveyance of the said Apartment.

19. The Vendee acknowledges that water pipelines/drains/electric lines provided originally for the specific purpose shall not be tampered with/ disturbed without the prior written approval of Yamuna Enclave (PMAY) RWA. Further, all lights/power points in the said Apartment shall conform to the permitted/sanctioned electric load. The Vendee shall not put away any personal belonging including flower pots, cots, furniture items boxes, dustbins, and other personal use item etc. in the Common Areas, and specifically the flower pots shall not be placed on parapets/ledges. The Vendee shall not place or cause to be placed in the lobbies, vestibules, stairways, elevators and other areas or facilities of a similar nature, both common and restricted, any furniture, packages or objects of any kind. Such areas shall be used for no other purpose than for normal transit through them. The Vendee shall not under any circumstances whatsoever carry out any changes/modifications/alterations that result in encroachment of Common Areas or that result in damage or disturbance to Common Areas, adjacent, upper or lower units. Putting of advertising board/neon signs etc. on any part of the building including internal corridors, external face and Common Areas is prohibited. This clause shall survive the conveyance of the said Apartment.
20. The Vendee shall comply with the provisions of the Apartment Act or any statutory amendments or modifications thereof or any rules and regulations made thereunder.
21. The Vendee shall not be entitled to claim partition of its share in the said Land or the Common Areas and the same shall always remain undivided and impartible. This clause shall survive the conveyance of the said Apartment.
22. The Vendee hereby agrees and undertakes to become a member of Yamuna Enclave (PMAY) RWA and to complete the documentation and fulfill its obligations as may be required under the Apartment Act promptly on being called upon.
23. The Vendee in its individual capacity as well as the prospective member of Yamuna Enclave (PMAY) RWA or any other collection of the apartment owners in Yamuna Enclave (PMAY) , hereby confirms and agrees that subject to Section 22 of the Apartment Act in the event of redevelopment of the said Land at any time in future, on account of any reason(s) whatsoever, the Vendor shall be offered the right of first refusal for carrying out such redevelopment on the said Land. This clause shall survive the conveyance of the said Apartment.

24. The Vendee confirms and undertakes that the Vendee shall be liable to pay all government rates, Value added tax (VAT), state sales tax, Central sales tax, Works contract tax, Service Tax, one time building tax, luxury tax, building and other construction workers welfare fund and education cess, tax on land, municipal tax, property tax, wealth tax, taxes, fees or levies of all and any kind by whatever name called, whether paid or payable by the Vendor and/or its contractors (including sub-contractors) and /or levied or leviable now or in future by the government, municipal authority or any other governmental authority on the said Apartment/Land, as the case may be, as assessable or applicable from the date of application. The Vendee further agrees that if the said Apartment is assessed separately, then it shall pay the same on pro-rata basis as determined and demanded by the Vendor, which shall be final and binding on the Vendee. If the said Apartment is assessed separately, the Vendee shall pay directly to the competent authority on demand being raised by the competent authority.
25. The Vendee acknowledges and agrees that it shall continue to remain bound by such terms and conditions of the Apartment Buyer's Agreement which attach to the said Apartment and shall survive this conveyance within the meaning of Section 31 of the Transfer of Property Act, 1882. All such terms and conditions of the Apartment Buyer's Agreement shall be deemed to be incorporated in this Deed by reference and as such shall form part of this Deed. The Vendee acknowledges that it shall remain bound by all such terms and conditions of the Apartment Buyer's Agreement including those conditions on the said Apartment stipulated in clause 4, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18 and 19 of this Deed.
26. That this Deed is subject to all laws and notifications and rules applicable to Yamuna Enclave (PMAY) .
27. The Vendee confirms having borne and paid all expenses for the completion of this Conveyance Deed, including cost of stamp duty, registration and other incidental charges. This Conveyance Deed in respect of the transaction involved herein, is valued for the purpose of stamp duty at **Rs. _____/- (Rupees _____ only)** in terms of the Indian Stamp Act, 1899. Any deficiency in the 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 Apartment conveyed by this Conveyance Deed shall be borne by the Vendee exclusively and the Vendor shall not be liable for the same and accepts no responsibility in this regard.

SCHEDULE

All that piece and parcel of Apartment No. _____ on Floor _____, having super area of _____ sq. mtrs., (_____ sq. ft.) along with Parking Space No. _____ in the group housing colony "Yamuna Enclave (PMAY) ", situated at Vill- Jalalpur Ghosi, Tehsil-Sadar, Prayagraj, Uttar Pradesh , in the revenue estate of Village Maidawas, Tehsil and District Gurgaon, Haryana.

The Apartment _____ is bounded as under:

At or towards the North:

At or towards the South:

At or towards the East:

At or towards the West:

The Parking Space No. _____ is bounded as under:

At or towards the North:

At or towards the South:

At or towards the East:

At or towards the West:

IN WITNESS WHEREOF, the Parties hereto have set and subscribed their respective hands to this Deed on the day, month and year first above written.

FOR THE VENDOR

FOR THE VENDEE

For & on behalf of

The Innovators Digital Ads Private Limited
FIRST PARTY

SECOND PARTY

Witnesses:

1. _____

2. _____

Drafted by: _____, Advocate

ANNEXURE-I TO THE CONVEYANCE DEED

SITE PLAN OF YAMUNA ENCLAVE (PMAY)

ANNEXURE-II TO THE CONVEYANCE DEED

FLOOR PLAN FOR APARTMENT NO. _____

(DEPICTING LAYOUT OF FLOOR ____ OF TOWER ____)

ANNEXURE-III TO THE CONVEYANCE DEED

UNIT PLAN OF THE APARTMENT NO. _____