

CONVEYANCE DEED

This DEED OF CONVEYANCE (hereinafter referred to as “**Deed**”) is made and executed at Gautam Buddha Nagar, Uttar Pradesh on this ____ of _____, 2024.

BY AND BETWEEN

SP SAI I.T. Private Limited (CIN: U72900DL2008PTC176808), a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at _____(PAN No. _____), represented by its authorized signatory Mr. _____, S/o Mr. _____, R/o _____ duly authorized vide resolution dated _____(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 successor-in-interest, and permitted assigns) of the **ONE PART**;

AND

[If the Vendee is a company]

[●], (CIN [●]) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at [●], (PAN [●]), represented by its authorized signatory, [●], (Aadhar no. [●]) duly 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 **OTHER PART**;

OR

[If the Vendee is a Partnership]

[●], 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 **OTHER PART**.

OR

[If the Vendee is an Individual]

Mr./Ms./Mrs. [●], (Aadhar no. [●]) son/daughter/wife 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 assigns) of the **OTHER 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 **OTHER PART**.

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

WHEREAS:

- A.** That by virtue of lease deed dated 28.12.2011 bearing registered document No. 25002, in Book No. 1, registered in the office of Sub-Registrar Sadar, Gautam Buddha Nagar on 28.12.2011, the said Plot was allotted to the Vendor.
- B.** The Vendor planned to develop a commercial project on the Project Land by the name and style of "NXONE - ARK" ("**Project**"), subject to the necessary approvals and permissions obtained in this regard and in compliance of applicable laws. Subsequently, the Vendor vide memo no. [●] dated [●] obtained building plans for the Project and all other approvals and permissions in relation to the Project, from the competent authorities.
- C.** The Vendor has registered the said Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 read with the Uttar Pradesh Real Estate (Regulation and Development) (General) Rules, 2017 with the Uttar Pradesh Real Estate Regulatory Authority at [●] on [●] vide registration no. [●].
- D.** The Vendee after satisfying himself/herself/themselves about the construction of the Project on the said Plot and upon inspection of the building plans, specifications, ownership records and in all respects, applied to the Vendor for allotment of a IT/ITES unit in the Project vide application no. [●] dated [●] and has paid a sum of Rs. [●] ("**Booking Amount**") towards booking of a unit in the Project. The Vendor accepted the application made by the Vendee and has accordingly allotted unit no. [●] having carpet area of [●] square feet, type [●], on [●] floor and pro rata share in the common areas of the Project ("**Common Areas**") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "**said Unit**") more particularly described in **Schedule A** and the floor plan of said Unit is annexed hereto and marked as **Schedule B**) along with exclusive right to use [___number of] Open/ Covered parking (if applicable) ("**Parking**"), as permissible under the applicable law.
- E.** In view of the above, a agreement for sale dated [●] ("**Agreement**") was executed between the Vendor and the Vendee pursuant to which the Vendee agreed to purchase the said Unit from the Vendor and the Vendor agreed to sell and convey the said Unit to the Vendee for a total sale consideration of Rs. [●] (**Rupees [●] Only**) (hereinafter referred to as the "**Sale Consideration**") on the terms and conditions mentioned in the Agreement.
- F.** The Vendor undertook construction and development of the Project and has represented that the construction and development of the Project has been completed in accordance with the sanctions plans and approvals. Consequently, occupation/ certificate bearing No. [●] dated [●] in respect of the Project has been granted by the concerned authorities in favour of the Vendor.
- G.** In terms of the Agreement, the Vendor was required to execute this Deed for sale and conveyance of the said Unit on completion thereof, subject to receipt of the Sale Consideration in accordance with the Payment Plan provided Agreement, along with any other amount and interests as specified herein, from the Vendee.
- H.** The Vendor is in full and absolute possession and otherwise and sufficiently entitled to sell the said Unit comprised in the said Project and represents that the said Unit is free from all sorts of encumbrances, liens and charges, whatsoever.
- I.** The Vendor has now agreed to sell, transfer and convey to the Vendee and the Vendee, after having fully satisfied himself/herself/themselves/itself with the terms and conditions related to sale of the said Unit and agreeing to abide by the same at all times, hereby agree to purchase the

said Unit from the Vendor for the Sale Consideration and on the terms and conditions stipulated in this Deed.

NOW THEREFORE THIS DEED WITNESSES AS UNDER:

1. That in pursuance of Agreement and in receipt of the Sale Consideration of **Rs. [●]/- (Rupees [●] Only)** towards full and final payment for the said Unit, the receipt of which the Vendor hereby admits and acknowledges and subject to various assurances, undertakings and covenants of the Vendee as contained herein, including duly abiding by the terms of the Agreement and particularly those relating to proper conduct and maintenance of the said Unit and the said Project, the Vendor doth hereby sell, convey, transfer, assign and assure unto the Vendee all rights, titles and interests in the said Unit i.e. IT/ITES unit bearing No. [●] on [●] Floor, having carpet area admeasuring approx. [●] Sq. Mt. ([●] Sq. Ft.), within the said Project, along with its proportionate, undivided, indivisible and impartible share of ownership rights in the land underneath the said Unit, together with right to use Parking, ways, paths, passages and rights, liberties, privileges, easement, appendages, appurtenances, benefits and advantages, necessary for enjoyment of the said Unit or in any way appertaining thereto or therewith and to have and hold the said Unit absolutely and forever subject to the restrictions, stipulations and easements herein contained.

2. That the Vendor covenants that this Deed is executed in its entirety and the Vendor has received the Sale Consideration for the said Unit amounting to **Rs. [●]/- (Rupees [●] Only)** the receipt of which the Vendor hereby confirms, admits, and acknowledges and as such now nothing remains to be paid by the Vendee to the Vendor, in respect of the said Unit:

The Vendee has deducted TDS at the applicable rate and has deposited the same with the concerned authorities.

3. That the Vendee confirm that he/she/they/it has purchased the said Unit with full knowledge and understanding of all the laws, rules, regulations and notifications including but not limited to the terms and conditions of the Agreement and other documents, as applicable to the said Project.

4. That the Vendor has simultaneously with the execution of this Deed, handed over to the Vendee the vacant physical possession of the said Unit to the entire satisfaction of the Vendee and the Vendee has duly accepted the vacant physical possession of the same.

5. That the Vendee has no claim against the Vendor in respect of any item of work in the said Unit which may be alleged not to have been carried out or completed or for any design, specifications, quality of building materials used or for any other reason whatsoever and the Vendee is entitled to the use said Unit without any interference but subject to the terms and conditions, stipulations and restrictions contained in this Deed, Agreement and other documents executed with respect to the said Unit.

6. The Vendor hereby covenants to the Vendee as follows:

6.1 That the absolute interest which it prefers to transfer, subsists and that it has good right, full power and absolute authority to grant, convey, transfer, assign and assure the said Unit hereby granted, conveyed, transferred, assigned and assured unto the Vendee.

6.2 That it shall be lawful for the Vendee for all times hereafter to enter into and upon the said Unit and hold and enjoy the same and every part thereof with every right and appurtenances whatsoever and to receive the rents, issues and profits thereof, as per the applicable laws and regulations of the said Project, without any interruption, disturbance, claim or demand from the Vendor.

- 6.3 That the Vendor shall and from time to time and at all times hereafter upon every reasonable request and at the cost of the Vendee make, do and acknowledge, execute and perfect with all proper dispatch all such further and other lawful and reasonable acts, deeds, conveyance, matters and things whatsoever for the further, better or more perfectly assuring the said Unit together with its appurtenances unto the Vendee in the manner aforesaid.
- 6.4 That the Vendee shall have no right, title or interest in any other premises/ areas in the said Project except the said Unit under the present Deed.
7. The Vendee has agrees and undertakes to pay on demand to the Vendor any and all additional levies including any development charges, goods and service tax, or any other indirect tax, property tax, sewerage tax or any other tax or levy over and above, which may be levied or enhanced by any Government or Local Authority attributable to the said Plot/ said Project and / or the said Unit, on pro-rata basis, based on the built-up area as determined by the Vendor (in the same manner as heretofore), which determination shall be final and binding on the Vendee and any such sum becoming due from the Vendee shall be treated as unpaid part of the sale consideration of the said Unit. That the Vendee further undertakes that in case any penalty or fine is imposed by the Competent Authority, Central / State Government for violation of any law by him/her/them/it, then in that case he/she/they/it shall pay the penalty and that the Vendor shall be kept harmless and indemnified. The Vendee further undertakes to pay all such taxes, levies or cesses though the same may be levied after taking over of possession of the said Unit by the Vendee.
8. That the Vendee undertakes to abide by all laws, rules & regulations and terms & conditions of any such approvals and any other authority as applicable from time to time and shall be liable for defaults or breaches of any of the conditions, rules or regulations as may be applicable to the said Project.
9. That the Vendee hereby acknowledges, understands and agrees that the said Unit is part of the said Project, with many other occupants and common areas, facilities and amenities therein. The Vendee has understood the concept of unit ownership in the said Project and the fact that the ownership and occupation of a said Unit in the said Project will be subject to a number of restrictions as also obligations as detailed in this Deed, and he/she/they/it offer to so conduct himself/herself/themselves/itself. When it comes to restrictions on user or restraint on action, the term Vendee includes all those claiming under him/her/them/it including employees, personnel etc.
10. That the Vendee shall from the date of possession shall maintain the said Unit at his/her/their/its own cost in a good and tenable condition, and repair and maintain the same properly. He/she/they/it will also keep the inside of the said Unit in a neat, clean and tidy condition. He/she/they/it will ensure that all dirt, refuse and waste are properly transported out in covered cans / bags.
11. That the use of the common areas by the Vendee are subject to restrictions placed in the Agreement, this Deed and any other documents executed / to be executed between the Parties.
12. That the maintenance of the common areas and provision of common services, facilities and amenities shall be carried out by the Vendor or maintenance agency or association of allottees, as appointed by the Vendor.
13. That the Vendee shall have no right to:

- 13.1 Object to the Vendor constructing or continuing with the construction of other building(s) adjoining, or otherwise in the said Project.
- 13.2 Do or cause to be done anything which is not permitted under this Deed.
- 13.3 Use the said Unit or any part thereof for immoral, improper, offensive or unlawful purposes. The said Unit shall not be used in a manner which will be a nuisance or be obnoxious to the other occupants of the said Project. The Vendee shall not do any act or omission which will make it difficult for the other buyers to enjoy and make the best possible use of his/her/their/its unit.
- 13.4 Demolish, make or cause to be made any additions or alterations or unauthorized constructions of whatsoever nature to the said Unit or any part thereof, in any manner cause damage to columns, beams, walls, slabs or R.C.C. or other structural support and cause damage to any flooring or ceiling of the units adjacent to his/her/their/its said Unit or in any manner interfere with the use thereof or of spaces, passages or amenities available for common use, or in any way effect the environment of common facilities like lights etc.
- 13.5 Will not in any manner disturb the fire- fighting systems.
- 13.6 Put up any name or sign board, neon sign, publicity or advertisement material, hanging of clothes etc. in the said Project except on that part of the exterior wall of the said Unit at a place, earmarked by the Vendor, specified for the purpose by the Competent Authority, Government of Uttar Pradesh, in the architectural controls.
- 13.7 Change the colour scheme or paint facade of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design. The Vendee is free to decide on the interiors only subject to maintenance of high standard.
- 13.8 Make any unauthorized construction in the said Unit or at the front and rear of the said Unit or make encroachments or obstruction in common areas/ facilities/ services or cause hindrance in the use and enjoyment of all common areas/ facilities/ services/ communication area of the said Project.
- 13.9 Put up or display any additional name plate or advertisement other than that fixed by the Vendor at the standard locations.
- 13.10 Make 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.
- 13.11 Carry out interior fit outs against the guidelines prescribed by the Vendor.
- 13.12 Make noise pollution by use of loudspeakers or otherwise and / or throw away or accumulate rubbish, dust, rags, garbage or refuse, anywhere save and except at areas / places specifically earmarked for the purpose in the Project.
- 13.13 Fix / install the air conditioners / coolers at any place other than the space (s) provided for in the building design or project or open space, inside the passage, common areas, or in the staircase, and shall ensure that no water drips from any cooler / air conditioner.
14. That except for the said Unit including the exclusive right to use the Parking and the necessary easementary rights pertaining thereto, all the common areas and the facilities in the said Project shall continue to vest in the Vendor till such time as the same or a part thereof is allotted, sold or otherwise transferred to any particular allottee/ or to association of allottees.

15. That Vendee agrees and undertakes not to further sub-divide the said Unit and in case he/she/they/it transfer his/her/their/its rights and interests in the said Unit, after execution of this Deed, in favour of any person/company/ entity by way of sale, mortgage, tenancy, license, gift or in any manner, such person/company so inducted by the Vendee shall be also bound by the terms and conditions contained in this Deed. The Vendor shall be entitled to enforce all terms and conditions of this Deed, against any person/company/entity, who may be subsequently inducted by the Vendee in the said Unit.
16. That the Vendee agrees and bind himself/herself/themselves/itself that he/she/they/it shall pay prevailing maintenance charges regularly on demand directly to the Vendor/ maintenance agency/ association of allottees, as the case may be towards maintenance charges and preservation of the Project, operation of common services and management of common areas and facilities and service charges such as cost of lift operation, lighting and of common passages, cost towards power back-up, maintenance of sanitary conditions, common security arrangements, fire-fighting equipment, capital replacement funds etc. which services shall be rendered on the terms and conditions and obligations mentioned in the maintenance agreement which is being signed separately.
17. That the Vendee agrees and undertakes to pay on demand taxes of all and any kind whatsoever whether levied or leviable now or in future, on the said Unit and or said Project, as the case may be, from the date of this Deed and so long as each unit is not separately assessed for such taxes for the land and / or building (s), same shall be payable and be paid by the Vendee in proportion to the area of his/her/their/its said Unit. The Vendor or any other agency shall make such apportionment, as the case may be, and the same shall be conclusive, final and binding upon the Vendee. The Vendee hereby undertakes to indemnify the Vendor against all costs, interest, penalty or levies incurred or suffered by the Vendor due to delay or non payment of all such taxes or levies.
18. That the Vendee agrees and binds himself/herself/themselves/itself to pay for water and power consumed in the said Unit as per the meter installed or billed by the Vendor /maintenance agency/ association of allottees.
19. That the Vendee shall permit the Vendor / association of allottees and their surveyors and agents, with or without workmen and others, after obtaining prior approval, to enter into and upon the said Unit or any part thereof to view and examine the state and condition thereof and make good all defects, decays, repairs of which such notice in writing shall be given by the Vendor / association of allottees to the Vendee and also for repairing of any part of the said Project and/or for the purpose of the repairing, maintaining, rebuilding, lighting, cleaning and keeping in order and condition all service drains, pipes, cables, water courses, gutters, wires, part structures or to their convenience belonging to or serving or used for the said Project and also for the purpose of laying, maintaining, repairing and restoring drainage and water pipes and electric wires and cables and for similar purposes.
20. That the Vendee shall be entitled to get the said Unit mutated and transferred in his/her/their/its own name in the records of all the concerned authorities on the basis of this Deed or through its copy, at his/her/their/its own cost and expenses.
21. That in case the Vendee agrees to transfer and/or assign his/her/their/its rights and interests in the said Unit in favour of any other person/ party by way of sale, gift, tenancy or in any other matter/ whatsoever, the Vendee shall obtain the prior written approval of the Vendor/association of allottees and make payment of such administrative charges and outstanding amounts/ charges (if any) as may be determined by the Vendor from time to time.

22. That the Courts at Gautam Buddha Nagar, Uttar Pradesh shall have jurisdiction for adjudication of all matters arising out or in connection with this Deed.
23. That all expenses for registration of this Deed including stamp duty charges, transfer duty, and/or other charges shall be borne by the Vendee. 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.
24. That, if any provision of this Deed shall be determined to be void or unenforceable under applicable law, such provision shall be deemed amended or deleted in so far as reasonably consistent with the propose of this Deed and to the extent necessary to confirm to applicable law and the remaining provision of this Deed shall remain valid and enforceable in accordance with their terms and tenor.
25. That the Vendor is signing the present Deed thereby confirming the present sale of the said Unit to the Vendee by the Vendor.

In Witness Whereof the Vendor and the Vendee, have set and subscribed their respective hands on the day, month and year first above written in presence of witnesses.

SIGNED AND DELIVERED BY THE WITHIN NAMED VENDOR

Envyrons Infrastructure Private Limited

Through its Authorized Signatory
(_____)

SIGNED AND DELIVERED BY THE WITHIN NAMED VENDEE

1.

WITNESSES

1.

2.

SCHEDULE OF THE SAID UNIT

All that IT/ITES unit bearing No. [●] on [●] Floor having carpet area of [●] sq. ft. ([●] sq. mt.), in the said IT/ITES Project “NXONE- ARK”, situated at Greater Noida (West), Gautam Buddha Nagar, Uttar Pradesh.