

CONVEYANCE DEED

Type of Deed

Conveyance Deed

Village

Maidawas

Tehsil

Gurgaon

District

Gurgaon

Type of Property

Residential

Property Address

**Apartment No._____, Floor-____, Tower-____,
Ireo Uptown, Sector 66,
Gurgaon, Haryana**

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 _____, 2016 at Gurgaon, Haryana, India.

BETWEEN

M/s. IREO Private Limited, a company incorporated under the Companies Act 1956, having its registered office at A-11, First Floor, Neeti Bagh, New Delhi 110049 (India) and business office at Ireo Campus, Archview Drive, Ireo City, Golf Course Extension Road, Gurgaon-122101, Haryana (India), through its authorized signatory, _____, duly authorized vide Board Resolution dated _____ (hereinafter referred to as the “**Developer**” which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest, administrators, executors, authorized representatives and assigns) of the **FIRST PART**;

AND

1. **M/s. SU Estates Private Limited**, a company incorporated under the Companies Act 1956, having its registered office at A-11, 1st Floor, Neeti Bagh, New Delhi-110049, through its authorized signatory, _____, duly authorized vide Board Resolution dated _____;
2. **M/s. Sang Promoters Private Limited**, a company incorporated under the Companies Act 1956, having its registered office at 305, 3rd Floor, Kanchan House, Karampura Commercial Complex, New Delhi-110015, through its authorized signatory, _____, duly authorized vide Board Resolution dated _____;
3. **M/s. Fiverivers Buildcon Private Limited**, a company incorporated under the Companies Act 1956, having its registered office at 305, 3rd Floor, Kanchan House, Karampura Commercial Complex, New Delhi-110015, through its authorized signatory, _____, duly authorized vide Board Resolution dated _____;

(hereinafter jointly referred to as the “**Confirming Parties**” which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include their successors-in-interest, administrators, executors, authorized representatives, transferee and assigns) of the **SECOND PART**.

The Developer and the Confirming Parties shall hereinafter jointly be referred to as the “**Vendor**”

IN FAVOUR OF

_____, S/D/W of _____, R/o _____
_____ (hereinafter referred to as the “**Vendee**”, which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his/her successors, legal heirs, executors, administrators, representatives, transferees and permitted assigns) of the **THIRD PART**;

The Vendor and the Vendee shall jointly be referred to as the “**Parties**” and individually as the “**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 Confirming Parties amongst themselves being the owners of the Land situated at Sector 66, Gurgaon, Haryana in the revenue estate of Village Maidawas, Tehsil and District Gurgaon, Haryana, admeasuring about 11.8625 Acres ("**Land**") obtained License No. 20 of 2008 dated 06.02.2008 and License No 113 of 2012 dated 05.11.2012 for development of a group housing colony ("**License**") from the Director General, Town & Country Planning Haryana, Chandigarh ("**DTCP**").
- B. In accordance with the approved Building Plans and other sanctions/permissions obtained from the concerned authorities, the Developer along with the Confirming Parties has developed a group housing colony over the said Land known by the name of "**Ireo Uptown**" (hereinafter referred to as the "**Ireo Uptown**").
- C. Further acquisition of additional land and license is in progress and the facilities and amenities for Ireo Uptown have been constructed and implemented in Ireo Uptown on the increased density after taking into account the additional land and license which shall in due course form part of the Ireo Uptown project.
- D. 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 comprising Ireo Uptown.
- E. 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 DTCP and other statutory authorities, in favour of the Confirming Parties, Layout Plan and Building Plans along with modifications thereto envisaged during the course of completion of Ireo Uptown and all other documents relating to the right, title and competence of the Vendor to construct, market, sell and convey the apartments in Ireo Uptown. 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.
- F. 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 Ireo Uptown 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 Parties in the said Land, the approvals and sanctions for Ireo Uptown 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 Ireo Uptown, Sector 66, Gurgaon, Haryana, having a super area of _____ sq. mtrs., (_____ sq. ft.) or thereabouts approximately, together with the exclusive right to use 1 nos. 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 Ireo Uptown, Sector 66, Gurgaon, Haryana, is _____ sq. mtrs., (_____ Sq. Ft.).
- I. The construction of Apartment No. _____ on Floor _____, Tower _____ in Ireo Uptown, Sector 66, Gurgaon, Haryana, 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 Ireo Uptown, Sector 66, Gurgaon, Haryana**, 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 Ireo Uptown 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 DTCP, the maintenance of Ireo Uptown shall be undertaken by Uptown Condominium Owners Welfare Association (Ireo Uptown RWA) constituted under the provisions of the Haryana Apartment Ownership Act, 1983 ("**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 DTCP 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 DTCP 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 DTCP 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 Ireo Uptown 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 Ireo Uptown RWA. The Vendee shall always be responsible and

liable for the payment (either directly or through Ireo Uptown 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 Haryana 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 Ireo Uptown to the extent permissible by the Government of Haryana or DTCP. 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 Ireo Uptown. 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 Ireo Uptown or putting up additional floors to any of the existing towers/buildings in Ireo Uptown 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 Ireo Uptown 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 Ireo Uptown 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 Ireo Uptown 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 Ireo Uptown and does not form part of general

and/or limited common areas and facilities of the said Apartment and /or Ireo Uptown constructed on Land for the purpose of the Declaration. The Vendee shall not have any right, title or interest in the parking spaces of Ireo Uptown other than those allotted to the Vendee. The Vendee acknowledges that the Vendor shall remain the owner of the parking spaces within Ireo Uptown 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 Ireo Uptown by virtue of the License granted to the Vendor for Ireo Uptown 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 Ireo Uptown 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 Ireo Uptown. 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 Ireo Uptown 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 Ireo Uptown 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 Ireo Uptown 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 Ireo Uptown 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 Ireo Uptown RWA or any other collection of the apartment owners in Ireo Uptown, 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 Ireo Uptown.
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 "Ireo Uptown", situated at Sector 66, Gurgaon, 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

Ireo Private Limited
FIRST PARTY

VENDEE

For & on behalf of
Confirming Parties

1. M/s Su Estates Private Limited
2. M/s Sang Promoters Private Limited
3. M/s Fiverivers Buildcon Private Limited

SECOND PARTY

Witnesses:

1. _____

2. _____

Drafted by: _____, Advocate

ANNEXURE-I TO THE CONVEYANCE DEED

SITE PLAN OF IREO UPTOWN

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. _____