

CONVEYANCE DEED

This Conveyance Deed (hereinafter referred to as "Conveyance Deed") is made and executed on this ____ [Date] day of ____ [Month], 201__, ____ [Place];

By

ANSAL HOUSING & CONSTRUCTION LIMITED, a public limited company registered under the Companies Act, 1956, having its registered office at 606, 6th Floor, Indraprakash, 21, Barakhamba Road, New Delhi-110001, having **PAN No. (AAACA0377R)** acting through _____, who has been duly authorized to execute the present Agreement for Sale vide the Board Resolution dated _____ hereinafter referred to as "**Promoter/Vendor**", (which expression shall unless be repugnant to the context or meaning thereof be deemed to mean and include its successors, executors, administrators and permitted assigns);

AND

IN FAVOUR OF

[If the Vendee is a company]

_____, (CIN No. _____), 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 signatory, _____, authorized (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).

[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* _____, herein 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).

[OR]

[If the Vendee is an Individual]

Mr./Ms. _____, (Aadhar no. _____) son / daughter of _____, aged about _____, residing at _____, (PAN _____) herein 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).

AND

Mr./Ms. _____, (Aadhar no. _____) son / daughter of _____, aged about _____, residing at _____, (PAN _____) herein 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).

[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 _____) herein called the “**Vendee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns)

Hereinafter the Vendor and Vendee are collectively referred to as the “Parties” and individually as the “Party” as the contexts demand.

WHEREAS:

- A. The Vendor ANSAL HOUSING & CONSTRUCTION LTD., is the absolute and lawful owner of the land (the said “**Land**”), admeasuring 6442 sq. mtr., situated in Village Bagda Tehsil District Agra Uttar Pradesh. That the said land was purchased by the Vendor vide various sale deeds falling under various khasras as detailed below:

S. No.	Sale Deed no and date	Registration date
1.	1045	16/02/2008
2.	1222	26/02/2008
3.	3491	05/06/2008

- B. The said Land is earmarked for the purpose of developing a group housing project comprising of residential plot **Plots** green area, vendor zone area , public toilet area etc . as described in the sanctioned plan dated 14/07/2015 and agreement dated 14/07/2015 , the said Project shall be known as “**ANSAL Block H Agra** ” (hereinafter referred to as the “**Project**”). A copy of the sanctioned map is annexed herewith as **Schedule-1**.
- C. The Vendors are fully competent to execute present conveyance deed and all the legal formalities with respect thereof.
- D. The Agra Development Authority (ADA) has granted the approval vide sanction map and agreement dated 14/07/2015 .
- E. The Vendors had obtained the final layout plan/ approvals for the project from the Meerut Development Authority. The Vendors agree and undertakes that they have not made any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable.;
- F. The Vendor have registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Lucknow under registration no. **UPRERAPRJ4206**.
- G. The Vendee had applied for a plot in the Project *vide* application no. _____ dated _____ and has been allotted plot no. _____ having area/carpet area of _____ square Yd/ _____ square meter, as permissible under the applicable law and of pro rata share in the common areas (“**Common Areas**”) as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the “**plot**” more particularly described in **Schedule A**);
- H. The Parties entered into an agreement for sale dated _____ (hereinafter referred to as “**Agreement for Sale**”) for the sale of the said plot setting out the rights and obligations of the parties therein.
- I. The Vendors have completed the development work of the project and has received Occupation Certificate/ Part Completion/ Completion Certificate* from the Competent Authority/ vide letter dated
- J. That in terms of the said agreement for sale, the Vendors have sold to the Vendee the said plot, meant for residential use only, in the said Project.

- K. in consideration of the sale of the said Plot from the Vendors to the Vendee, the Vendee has paid Rs. _____/- (**Rupees [*] Only**) (hereinafter referred to as "**Total Price**") inclusive of Taxes (consisting of tax paid or payable by the Vendors by way of Goods and Services Tax and Cess or any other taxes/fees/charges/levies etc.). The Vendors hereby disclaim to have made any representation, warranties, statements or estimates of any nature whatsoever, whether written or oral, except those mentioned in this deed. No oral or written representations or statements shall be considered to be part of this Deed and this Conveyance Deed is self-contained and complete in itself in all respects.
- L. Parties hereby confirm that they are signing this deed with full knowledge of all the laws, rules, regulations, notifications, etc., applicable in the State and related to the Project.
- M. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this deed and all applicable laws, are now willing to execute this deed on the terms and conditions appearing hereinafter.
- N. The Vendee has desired that the said Plot be now transferred to him/her and the Vendors have agreed to execute this deed of conveyance in favor of the Vendee with respect to the said Plot as per the terms and conditions stipulated herein below:

NOW THIS INDENTURE WITNESSETH AS UNDER:

1. The Vendors hereby represent that they have good right, full power and absolute authority to sell and transfer their entire share, right, title and interest in the said Plot to the Vendee in the manner stated herein and there are no impediments or restraints or injunctions against the Vendors from being able to do so and no prior permissions or approval of any person or party is required for the same and transfer of the said Plot to the Vendee.
2. In pursuance of the said Agreement for Sale and in consideration of the Total Price paid by the Vendee to the Vendors, the Vendors thus hereby transfer, convey, grant, assign unto the Vendee all his rights title and interest to have and to hold for ever as absolute owner of the said Plot.
3. That the Vendors doth hereby grant, convey and transfer on ownership basis on to the Vendee the said Plot together with the right of use of all ways, paths, passage, liberties, privileges and easements, whatsoever to the said Plot along with all the right, title and interest whatsoever of the Vendors on the said Plot free from all encumbrances and to enjoy the same and every part thereof with every right whatsoever without any interruption, disturbance, claim or demand from the Vendors, but subject to the terms, conditions, stipulations and restrictions contained in this deed of conveyance.

4. The Vendee shall use the Common Areas within the said Project and its access harmoniously along with other occupants and maintenance staff etc. in the said Project and without causing any inconvenience or hindrance to them.
5. Further, the use of such Common Areas within the Project shall always be subject to the timely payment of maintenance charges.
6. Subject to the terms and conditions of this Conveyance Deed, the occupants(s) and/or owner(s) of a Plot shall have no lien or right on the other Plots. That the Lawn/Parks/other Common Areas in the Project shall not be used by the Vendee for conducting any personal functions such as marriages, birthday parties, social gatherings etc. If any common space is provided in the said Project for organizing meetings and small functions, the same shall be used on charge basis.
7. That the Vendors doth hereby indefeasibly grant, sell, transfer, convey, assign & assure unto the Vendee herein free from all encumbrances the said Plot with all rights of ingress and egress and regress and all easement rights & user rights etc.
8. That the Vendee is aware that the area of school plot, dispensary plot, commercial shops/ convenience shops/commercial plots, area under reserved are not included in the common area of the said Project and therefore shall not be charged separately to the Vendee in the said Project. The Vendee agrees that the area of all these facilities, as available in sanction layout plan, is solely owned by the Vendors and no Vendee, singly or jointly with other vendees can claim ownership of the same in any manner whatsoever.
9. That the Vendors have put the Vendee in actual and proprietary possession of the said Plot. Now the Vendee is the absolute owner and in possession of the said Plot and has acquired the rights to enjoy and possess all facilities pertaining thereto forever.
10. That the Vendors after obtaining the Occupancy Certificate from the relevant authority shall hand over all the documents and plans, including Common Areas, to the Vendee/association of vendees/competent authority as per the local laws of the State. That the Vendee agrees to pay the maintenance charges to the Vendor its nominee/ maintenance agency/ Association of Vandees, as the case may be, as per the maintenance agreement to be executed separately.

OR

That the Vendors after obtaining the Occupancy Certificate from the relevant authority have already handed over all the documents and plans, including Common Areas, to the Vendee/association of vendees/competent authority as per the local laws of the State. That the Vendee agrees to pay the maintenance charges to the Vendor its nominee/ maintenance agency/ Association of Vandees or the competent authority, as the case may be, as per the maintenance agreement to be executed separately.

11. The Vendor have paid all outstanding payments before transferring the physical possession of the Plot to the Vendee, which it had collected from the Vendee, for the payment of such outstanding (including Land cost, ground rent,

municipal or other local taxes/charges/levies etc., charges for water or electricity, maintenance charges up to 30 days from the date of offer of possession, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Vendors fails to pay all or any of the outstanding(s) collected by it from the vendees or any liability, mortgage loan and interest thereon before transferring the Plot to the vendees, the Vendors agrees to be liable, even after the transfer of the property, to pay such outstanding(s) and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person. That the Vendee shall pay all taxes/charges imposed by the Municipality or any other authority or which may be levied in future by any Government/Local Authority for the provision of external and/or peripheral services and attributable to the said Plot in the Project.

12. The Vendors doth hereby represent, warrant, declare to and covenant with the Vendee that:
- (i) That the Vendors have requisite right to carry out development in the said Land and has the absolute, actual, physical and legal possession of the said Land for the Project;
 - (ii) That the Vendors have good and absolute right and authority to convey the said Plot with all the rights, privileges and appurtenances hereunto belonging and hereby sell, convey and transferred to the Vendee in the manner aforesaid and that the Vendors have not done anything whereby the said Plot may be encumbered, affected or impeached in estate, title or otherwise;
 - (iii) The Vendors have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Vendee created herein, may prejudicially be affected;
 - (iv) The Vendors have acquired lawful rights and requisite approvals, licenses, sanctions and permission from the competent Authorities with respect to the Project;
 - (v) The Vendors have obtained the Occupancy Certificate/ Part Completion or Completion Certificate, as the case may be, with respect to the Project from the relevant authority.

- (vi) That the Vendors assures the Vendee that there are no encumbrances, charges, trusts, liens, attachments, claims or demands whatsoever on the the said Plot and that the same is not the subject matter of any suit or litigation or proceedings or has not been offered as security or otherwise to any Court or Revenue Authority;
- (vii) That the Vendors assure the Vendee that the entire Project is in accordance with the with the provisions of the Real Estate (Regulation and Development) Act, 2016, the and other laws/regulations applicable in the State;
- (viii) That the maintenance of the Project shall be carried out by the Vendors or its nominee till taking over of the services by Municipal Authorities/Government Agencies/association of vendees, on the terms & conditions and charges to be determined by the Vendors or their nominee from time to time. The Vendee(s) agree to pay timely their share of such charges as may be demanded by the Vendors/their nominated Agency from time to time;
- (ix) That the Vendors shall at all time do and execute at the costs and expenses of the Vendee all such further acts, deeds, matters, things and assurance as may be reasonably required by the Vendee for better and further effectuating and assuring the conveyance hereby made or the title or the Vendee to the said Plot hereby sold and conveyed and the Vendors both hereby confirm this sale in executing these presents;
- (x) The Vendors have not entered into any other agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the Land, including the Project and the said Plot which will, in any manner, affect the rights of Vendee under this Deed;
- (xi) The Vendors have duly paid all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities till 30 days from the date of offer of possession of the said Plot;
- (xii) The Vendors assure the Vendee that it shall not create any mortgage or charge on the said Plot/Project anytime after execution of the Conveyance Deed;

(xiii) The Vendors assure that no notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Property) has been received by or served upon the Vendors in respect of the said Land and/or the Project, except those arising out of normal course of business of the Vendors in respect of the said Land and/or Project;

(xiv) Upon execution of the Conveyance Deed, the Vendorshave simultaneously handed over the lawful, vacant, peaceful, physical possession of the said Plot to the Vendee;

13. The Vendee doth hereby represent, warrant, declare to and covenant with the Vendors that:

(i) the Vendee shall abide by all the laws, bye laws, rules and regulations of the Government/local authorities etc. relating to the Project and the said Plot.

(ii) the Vendee shall be solely responsible to maintain the said Plot at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the said Plot or the Project, or common areas or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Plot and keep the said Plot, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Project is not in any way damaged or jeopardized.

(iii) the Vendee further undertakes, assures and guarantees that he/she would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face/facade of the said Project or anywhere on the exterior of the Project therein or Common Areas. The Vendee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further, the Vendee shall not store any hazardous or combustible goods in the said Plot or place any heavy material in the common areas of the Project.

14. It is made clear by the Vendor and the Vendee agrees that the plot shall be treated as a single unit for all purposes. The Vendors/Vendee/association of vendees shall ensure that they will not create any hindrance by way of locking, blocking, parking or any other manner in right of passage or access or Common Areas which otherwise are available for free access.

15. The Vendors/maintenance agency/ association of vendees/competent authority shall have the rights of access of Common Areas for providing necessary maintenance services.
16. The Vendee agrees to pay common maintenance charges and water consumption charges proportionately with respect to the said Plot and as per the terms and conditions of the maintenance agreement. For this purpose the all such maintenance, water consumption charges will be considered to commence from the date of execution of present deed and/or as per the maintenance agreement executed between the Vendor/Nominee of Vendor or the Association of Vendees, as the case may be.
17. The Vendors undertake that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the sanction plan has been approved by the competent authority(ies) except as provided for in the Act and relevant Rules. Therefore, the Vendors may make additions or put up additional structure(s) after taking the necessary approvals from the competent authority and minimum required consent of the Vendees in the project as provided for in the Act and relevant Rules.
18. That the Vendee shall henceforth peacefully and quietly hold, possess and enjoy the rents, benefits and profits derivable from and out of the said Plot without any hindrance, interruption or disturbance from or by the Vendors and/or any other person(s) claiming through or under in trust of the Vendors.
19. That any future sale/transfer by the Vendee shall be subject to the terms & conditions contained herein and the person acquiring the rights/title and interest in the said Plot shall be equally bound by the covenants contained herein.
20. All the terms & conditions as mentioned in the Allotment Letter and Agreement for Sale shall be treated as a part of this document and shall be applicable on both the Parties.

This Agreement is being executed in two counter parts each of which shall be deemed to be Original, but both of which together shall constitute one and the same instrument. Both the Parties to this agreement have retained one original copy each.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this deed of conveyance at, Uttar Pradesh in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Vendee: (including joint vendees)

(1) Signature _____

Name _____

Address _____

(2) Signature _____
Name _____
Address _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:
Vendor:

(1) Signature (Authorised Signatory) _____
Name- Ansal Housing Construction Limited
Address- 606, 6th Floor, Indraprakash, 21 Barakhamba Road, New Delhi, 1100001
At _____ on _____ in the presence of:

WITNESSES:

1. Signature _____
Name _____
Address _____

2. Signature _____
Name _____
Address _____

[The Schedule to this deed shall be as between the Parties]
Schedule-I

DESCRIPTION OF THE PROJECT

Layout Plan is attached herein which contains complete description of the project.

Schedule-A

PLEASE INSERT DESCRIPTION OF THE PLOT ALONG WITH BOUNDARIES
IN ALL FOUR DIRECTIONS