

FORMAT OF CONVEYANCE DEED
MEERUT

This deed of sale is made on this _____ day of _____
between the AIR FORCE NAVAL HOUSING BOARD (AFNHB), a society
registered under the Societies Registration Act, 1860, with the Registrar of the
Societies Delhi under Certificate of Registration No.S/11008 of 19May 1980
and holding PAN AABTA1937F, having its registered office at Air Force
Station Race Course, New Delhi - 110003, herein also called 'AFNHB', through
its authorized representative _____
vide Authority letter No._____ dated _____ to enter
this Conveyance Deed (hereinafter referred to as "The Board") which
expression shall include its executors, administrators, representatives and
assigns on the FIRST PART

and

Shri / Smt _____ (PAN _____),
(Aadhar Card No. _____), (Mobile No. _____), Age
____yrs, Son / Daughter of _____
and Shri / Smit. _____ (PAN xxxxxxxxxxxx), (Aadhar
Card No. _____) Son / Daughter of _____,(in
case of joint ownership) (hereinafter referred to as "THE ALLOTTEE /
ALLOTTEES") which expression shall include his / her / their heirs,
successors, executors, administrators on the SECOND PART;

WHEREAS the BOARD is the sole and absolute owner of all that piece and parcel of land admeasuring an area of 40396.52 Sq Mts in Sector 4B, Shatabdi Nagar, Meerut hereunder written (hereafter referred to as the "SAID PROPERTY") unto and in favour of the BOARD hereinabove vide Sale Deed dated 13 Aug 2009 registered in the Office of the Sub-Registrar, Meerut under document No.7486 dated 13.8.2009, which is more specifically and particularly described in the schedule.

AND WHEREAS the BOARD obtained Building permit No.1743/Layout-Permit/Zone-C/09-10 dated 20 Jan 2010 from Meerut Development Authority for construction of residential dwelling units in the said property consisting of exclusive residential, with common areas and common facilities and amenities for allotment to Defence personnel and accordingly constructed 545 dwelling units in a multistoried configuration and Parking Spaces for the allottees of the Self Financed Housing Scheme on 'No Profit No Loss' basis sponsored by the Board known as 'JAL VAYU TOWERS, MEERUT'.

AND WHEREAS the First Party can allot to its Allottees a dwelling unit in Jal Vayu Vihar including the undivided share of land, common areas and facilities appurtenant to the dwelling unit as decided by the First Party.

AND WHEREAS, at its own request, the Second Party has been delivered with the physical possession of the said dwelling unit No._____ with all the

fittings and fixtures as per the inventory signed by the Second Party, which fact the Second Party hereby expressly acknowledges.

ANDWHEREAS the tentative cost of the dwelling unit for the allotment is Rs._____ (Rupees _____) which has been paid by the allottee. However, this Conveyance Deed is executed on the tentative cost.

NOW, THEREFORE, this deed witnesseth that for the purpose of carrying into effect the said conveyance / allotment of the covenants of the Second Party hereinafter contained and the said amount of Rs._____ (Rupees _____) paid by the Second Party towards Dwelling Unit No._____ admeasuring _____ sq ft or _____ (approx.) sq mtr in _____ Floor of Block _____ alongwith with sanitary, electrical and other fittings alongwith undivided share in common portions, passages and common facilities, water tank, etc. Car Parking in Stilts /Podium /Open / No._____ etc. subject to the covenants and conditions hereinafter contained in the residential colony also known as "Jal Vayu Towers, Meerut.

NOW THEREFORE IT IS HEREBY AGREED, DECLARED, COVENANTED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: -

1. The Second Party shall abide by all the terms and conditions of the FIRST PARTY and subject to which only the First Party is transferring its rights to the Second Party and shall be bound to observe all the rules, stipulations terms and conditions made applicable by the First Party in respect of the

allotment or other authorities in this regard and shall not do or permit anything to be done in contravention of the said covenants etc.

2. The said dwelling unit will not be used for any purpose other than residential purposes by the Second Party, his / her family, tenant or anyone else acting on behalf of the Second Party.

3. That the parking space shall be used for the purposes of keeping a vehicle only. The Second Party shall not use it / these for any commercial / professional purposes or as a godown.

4. That the Second Party shall not make, erect or cause, suffer to be made any additions or alterations whatsoever to the said dwelling unit open areas or the parking space without prior written permission of the First Party, Jal Vayu Towers Owners Welfare Association/ Society, Meerut and MDA and in any event such additions or alterations shall be at Second Party's own cost and expenses and on such terms and conditions as may be laid down by the First Party. The Second Party shall keep and maintain the said dwelling unit and parking space neat, tidy, wind and water tight, in all seasons and in good and substantial repairs, reasonable wear and tear and damage by fire or storm excepted.

5. The Second Party shall not sell, mortgage or otherwise alienate or dispose off the whole or any part of the dwelling unit without prior permission of the Board as well as Jal Vayu Towers Owners Welfare Association/ Society.

The Board or Jal Vayu Towers Owners Welfare Association/ Society shall be entitled to refuse said permission in their absolute discretion and on such terms and conditions as are laid down by the First Party. The Second Party fully understand that in the event of any transfer being made without the said previous consent, such transfer shall not be recognized by the First Party and the Jal Vayu Towers Owners Welfare Association/ Society and in that event and also in the event of any other breach of the covenants on his / her part, it shall be open to the First Party to re-enter the dwelling unit to take the possession of the same on such terms as have been laid down by the First Party in this behalf from time to time.

6. That Second Party shall ensure repayment of the loan and interest to the loaning agencies regularly and will not make any default in that respect, in case Second Party has taken loan to partly finance, the dwelling unit. Subsequent to execution of this deed of registration, it is the responsibility of the allottee deposits the same to the loaning agency where from he / she has availed loan to finance this dwelling unit.

7. The Second Party shall be entitled to hold, possess and enjoy the dwelling unit with appurtenances whatsoever, whether underneath or above the surface, the full rights, title, claim and interest, easements and privileges and undivided share of those pieces and parcel of aforesaid land on

thereabouts Jal Vayu Towers, Meerut and subject to the obligations specified in the Conveyance Deed.

8. The Second Party shall be entitled to common use of parks, community facilities, shops, roads, visitors parkings, street lights etc., in accordance with bye-laws of the Society, jointly and generally with the other dwelling unit owners of the said Jal Vayu Towers. All these areas including land falling under these facilities cannot be divided and is for the common use of the residents and not for exclusive use of any individual. No construction of any type shall be allowed on these areas. The second party agrees not to create any hindrance for the access of the maintenance staff employed by the residents' society or any other resident of the complex.

9. The Second Party shall become a member of the Jal Vayu Towers Owners Welfare Association/ Society, Meerut and pay all charges fixed by the said Society. The Society have rights to recover maintenance charges from Second Party from the scheduled date of physical possession of the dwelling unit or any date as decided by the society. The buyer of any dwelling unit sold by the Second Party shall also become a member of the Jal Vayu Towers Owners Welfare Association/ Society, Meerut and comply with the bye-laws of the said Society.

10. The Second Party will pay and discharge the proportionate and undivided share of all ground rent, taxes, charges and assignment of every

description which is now or may at any time thereafter be imposed or assessed on the said dwelling unit by the Central Government or MDA or Corporation or any local authority.

11. The Second Party shall permit any of the agents or representatives of the First Party and those of the said Jal Vayu Towers Owners Welfare Association/ Society at all reasonable hours to enter into the dwelling unit to inspect the conditions of the premises and shall not perform any act against the interest of the First Party or the Jal Vayu Towers Owners Welfare Association/ Society as applicable.

12. Roofs, staircases, passages and other common conveniences shall be utilized by all the Allottees of the flats in the said Jal Vayu Towers, Meerut and Second Party will not have any exclusive right to use the same.

13. All the Allottees shall permit the other allottees and Society staff access to common assets and their dwelling units for repair of common assets and other repairs which may become necessary i.e. Seepage from Toilet above will affect the DU at floor below and access to the DUs above will be needed for repairs.

14. That it is further agreed by and between the parties that this Deed of Conveyance is executed on the express conditions and if there shall be a breach or non observation of any of the covenants hereinbefore contained then and in any such case notwithstanding the waiver of any previous clause

the right of re-entry is with the First Party. The First Party may re-enter the said dwelling unit and expel the Second Party and all occupiers thereof and the Second Party to this agreement shall forfeit all rights, title and interest except payment by the First Party to the Second Party of reasonable compensation for the said dwelling unit as decided by the First Party but not exceeding the cost the Second Party had paid to the First Party.

15. And it is hereby further agreed by and between the parties that :-

- a. Any notices to be served hereunder shall be deemed to have been sufficiently served on the Second Party If the notice under the signature of the General Manager/ Additional General Manager/ Assistant Manager of the Board is left on the said dwelling unit.
- b. All the disputes and differences arising out of or in any way touching or concerning this Deed whatsoever shall be referred to the sole arbitrator who will be appointed by the First Party or any other officer appointed by him. It will not be an objection to such appointment that the Arbitrator so appointed is a Government servant or an officer of the First Party who has dealt with the matter to which this Deed relates in the course of his duties or as a Government servant or officer as the case may be, he has expressed his views on all or any of the matters in dispute or difference. The decision of the arbitrator shall be final and binding on the parties to this deed.

c. All costs expenses incidental to the execution of this deed have been borne and paid by the Second Party. And it is further agreed, accepted and understood that all matters of the disputes will be referred to the Chairman through Director General of the Board, who shall appoint an Arbitrator to adjudicate notwithstanding the location of the dwelling unit(s). Only courts at Delhi shall be appropriate courts of Jurisdiction to decide/ adjudicate the claims/ actions of the parties herein against each other if the same is not resolved by the DG AFNHB in Arbitration.

BOUNDARIES

East : _____

West : _____

North : _____

South : _____

The colony known as JAL VAYU TOWERS, MEERUT constructed as per the building permit sanctioned by MDA, Meerut vide permit No. 1743/Layout-Permit/Zone-C/09-10 dated 20 Jan 2010.

The value of property conveyed in Rs. _____ /- (Rupees

_____ only).

IN WITNESS WHEREOF, we, the above named BOARD and the Second Party without any pressure, coercion or undue influence whatsoever, put their hands to the contents of this Conveyance Deed in presence of the following witnesses on this _____ day of _____ at Meerut.

Signed sealed and delivered for the
Air Force Naval Housing Board
the Board aforesaid authroised rep
_____ above named.

(Authorised Signatory)

THE BOARD
(First Party)

Signed sealed and delivered for ALLOTTEE
the Allottee _____
above named.

THE ALLOTTEE
(Second Party)

WITNESSES :-

1. Signature _____

Name _____

Father's Name _____

Address _____

2. Signature _____

Name _____

Father's Name _____

Address _____
