

(D R A F T)

CONVEYANCE DEED

**(NOTE: THIS CONVEYANCE DEED FORMAT IS SUBJECT TO
CHANGE IF/ AS REQUIRED BY THE SUB- REGISTRAR
OFFICE OR STATUTORY AUTHORITY)**

**SCHEDULE OF
PROPERTY**

1. Nature of Property : Freehold Residential/Commercial Plot
2. Details of Property : Plot no _____ Kh no
**98MIN,99MIN,101, Village Narayan Nagar, URF Rampur, adjacent
to Indraprastha Yojna- Loni, Distt. Ghaziabad.**
3. Construction/Building exists on Plot: Plot no _____
4. Measurement of Property Area : _____ Sq metres
5. Status of Road : Constructed
6. Total Consideration Value
/Market Value : Rs/-
7. Total Circle Rate : Rs/-
8. Park Facing : Yes/no
9. Two Side Open/Corner : _____
10. Total Value as per Circle Rate : _____
11. Stamp Duty Paid : _____

**Stamp Duty is paid as per the Notification vide Order
No....., dated
..... by the Uttar Pradesh Government Institution Finance,
Tax & Registration Anubhag-5, along with 1% Reduction in Stamp Duty
for woman upto the value of Rs.10,00,000/-.**

DESCRIPTION OF PROPERTY

Freehold Residential : **Plot no _____ area admeasuring _____ Square Meters (Approx _____ Square Yards) having dimensions* _____ (Length*Width) meters** situated in the project “Indraprastha Elite Estates”, at : **Kh no 98MIN,99MIN,101, Village Narayan Nagar, URF Rampur, adjacent to Indraprastha Yojna- Loni, Distt. Ghaziabad** and bounded by:

East--

West--

North

South

CONVEYANCE DEED

THIS CONVEYANCE DEED (the “Deed”) is made and executed on _____ at Tehshil Loni, Distt. Ghaziabad, Uttar Pradesh.

BY

M/s. Accurate Mark Serve Pvt. Ltd. (PAN No.AAECA0098B), a Company incorporated and registered under the provisions of the Companies Act, 1956, having its Registered Office at 2 Vigyan Vihar, East delhi, Delhi 110092 (U.P.) (hereinafter referred to as the “Developer”) represented by its authorized signatory Mr Sunil Kumar (Aadhar No 413674917231) duly authorized vide Board Resolution dated _____, which expression unless it be repugnant to the context or meaning thereof, shall be deemed to mean and include its successors in interest, affiliates, nominees, administrators, executors, legal/authorized representatives, attorney (ies) and permitted assigns).

IN FAVOUR OF

1. Shri

/Smt./Ms. _____

Aadhar No. _____ PAN no. _____ Mobile No _____

Son/Daughter/Wife of Shri _____

Resident of _____

2. Shri
/Smt./Ms. _____

— Aadhar No. _____ PAN No. _____
Mobile No. _____
Son/Daughter/Wife of Shri _____
Resident of _____ (hereinaft

er referred to as the “**PURCHASER(S)/ALLOTTEE**” which expression unless it be repugnant to the context or meaning thereof, shall be deemed to mean and include its successors, executors, legal heirs, nominees, legal representatives and attorney (ies), administrators and permitted assigns).

(FOR PARTNERSHIP
FIRMS)

*M/s.....NA.....
..... a partnership firm duly registered and existing under The Indian Partnership Act, 1932, having its registered office at.....
..... represented through its duly authorized partner Shri/Smt.....

(Aadhar
No.....) by virtue of Resolution dated..... passed by all the partner constituting the Partnership Firm (hereinafter referred to as the “**PURCHASER(S)/ALLOTTEE**” which expression unless it be repugnant to the context or meaning thereof, shall be deemed to mean and include all the partners of the partnership firm, its successors in business, nominees, legal representatives, executors, administrators and permitted assigns).

(Copy of the Board Resolution signed by all Partners is appended herewith)

(FOR COMPANIES)

_____, a company incorporated and registered under the Companies Act, 1956 having its registered office through _____ of the Company duly authorized by _____ Board of Directors of the company vide resolution dated _____.

(Hereinafter referred to as “**Allottee**” which expression unless it be repugnant to the context or meaning thereof, shall be deemed to mean and include its successors in interest, affiliates, legal representatives, executors, attorney (ies), nominees, administrators and permitted assigns).

(Copy of Board Resolution along with the certified Memorandum & Articles of Association of the Company is appended herewith).

(IN CASE OF

HUF)Mr.....

.....
HUF of
..... address
s
at
.....

..... Through its Karta Shri. (hereinafter referred to as the “**Allottee**” which expression shall unless repugnant to the context or meaning thereof, be deemed to include him and each of the members constituting the HUF, their respective heirs, executors shall unless repugnant to the context or meaning thereof, be deemed to its successors, liquidators and assigns), party of the Other Part. The Firm/Company/HUF/Society/and Allottee shall hereinafter be collectively referred to as ‘Parties’ and individually as 'party'. The use of singular expressions shall also include plural expressions and masculine includes the famine gender wherever the context of this Agreement so demands.

WHEREAS :

1. The Developer has acquired and purchased a piece of land area admeasuring 39668.38 Sq. Meters at **Kh no 98MIN,99MIN,101, Village Narayan Nagar, URF Rampur, adjacent to Indraprastha Yojna-Loni, Distt. Ghaziabad**, by virtue of registered Sale Deeds being document Annexure 1 (ownership deeds details) duly registered in the office of Sub-Registrar, Ghaziabad, Uttar Pradesh.
2. Thereafter, the Developer has submitted, a scheme of plotted development comprises of plots and commercial space to Ghaziabad Development Authority (G.D.A.), Ghaziabad, Uttar Pradesh on the land total area admeasuring 39668.38 Sq. Meters , which has subsequently been approved by the G.D.A vide File No. GDA/LD/24-25/0493, Permit no. Plotted Resi Development/Plotted housing/08142/GDA/LD/24-25/0493/29112024 Dated 22 Feb 2025 and validity date 21 Feb 2030, for the development of residential plotted colony along with the commercial space, in terms of the approved plan by the G.D.A.
3. In terms of all approvals and permissions as accorded to the developer by Uttar Pradesh Government, the Developer developed the project land by constructing thereon a Plotted colony along with the commercial space, which is more particularly known as "**Indraprastha Elite Estates**" (hereinafter known as the 'Project'), which has been approved by RERA, U.P _____ comprising of several Plots of different sizes and dimensions, along with other common services and facilities being part of the said project, in accordance with the sanctioned layout map / building plans and were compounded by GDA vide _____
4. The Developer, upon partial completion of construction of Said project/colony, an application was submitted by the Developer to GDA for grant of completion/ occupation certificate and the GDA vide _____ its _____ letter No _____ has granted partial completion/occupation certificate in respect of the plots, being part of the Said project, on the conditions as contained therein.

5. That the Developer has developed the said Project under the name and style of “Indraprastha Elite Estates” on the Project Land and allotted the Demised Plots of different sizes and dimensions to the prospective Purchaser(s).
6. The allottee after inspecting, checking and verifying all the ownership records, title documents, approvals/licenses, sanctions, plans pertaining to Project Land and after having completely satisfied himself/ herself/ themselves with the same had booked a Plot No _____ **Kh no 98MIN,99MIN,101, Village Narayan Nagar, URF Rampur, adjacent to Indraprastha Yojna- Loni, Distt. Ghaziabad.**
7. Thereafter the Developer allotted the demised plot to the allottee and thereafter the Developer issued an Allotment Letter dated.....in favor of the allottee in respect of the allotted plot, which was duly accepted by the allottee (hereinafter referred to as the “Allotment Letter”) whereby the said Developer had upon the request of the allottees agreed to sell and transfer of the Demised Plot No _____ **Kh no 98MIN,99MIN,101, Village Narayan Nagar, URF Rampur, adjacent to Indraprastha Yojna- Loni, Distt. Ghaziabad.** hereinbefore described to the allottee for consideration amounting to Rs _____/- as per the terms & conditions stipulated in the Application Form and the Allotment Letter.
8. The Allottee, after having satisfied with the clear and marketable title held by the Developer and the calculation of saleable area of the Demised Plot, have paid the entire sale consideration of Rs...../- (Rupeesonly), towards the purchase of the Demised Plot as per the agreed terms of payment. The Developer does hereby accept and acknowledges the receipt of the said amount in consideration thereof this Deed with respect to the Demised Plot. The allottee admits that the payment made hereunder, if resident within or outside India, is in compliance of the necessary formalities as laid down in Foreign Exchange Act, 1999, Reserve Bank of India Act and Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws. The Developer accepts no responsibility in this regard and the allottee shall keep the Developer indemnified and harmless in this regard. This Deed is executed in favor of the Allottee in satisfaction of the above.

9. The Developer is well and sufficiently entitled to sell the Demised Plot and no one except the Developer has any interest, right, title or claim of any kind in the Demised Plot and the Demised Plot is free from all encumbrances and the Developer holds unimpeachable and marketable title and power to convey, transfer, alienate and sell the Demised Plot. Accordingly, this Deed is executed by the Developer to transfer and convey absolute title along with peaceful vacant physical possession in respect of the Demised Plot in favor of the Allottee.

10. The Allottee being fully satisfied with the clear and marketable title had by the Developer and made full and final payment of the sale consideration in respect of the Demised Plot which is the subject matter of this Deed to the Developer. The Allottee has/have also satisfied himself/herself/itself/themselves about the calculation of demarcated area of the Demised Plot and accept the same without any objections/protests. Accordingly, Allottee has/have paid the entire sale consideration in this respect thereof.

AND WHEREAS the expression 'Allottee' shall mean and denote a single Allottee or more than one Allottee as hereinbefore mentioned. The use of singular expressions shall also include plural expressions wherever the context of this Deeds of demands.

**NOW, THEREFORE, THIS DEED OF ABSOLUTE
CONVEYANCE WITNESSETHAS UNDER:**

1. That having received from the Allottee the consideration of Rs. _____/- (Rupees..... only), the receipt whereof the Developer hereby acknowledges and admits towards full and final consideration, the Developer does hereby sells, assures, conveys, transfers, assigns and grants by way of this Deed completely all its rights, title and interests in the Demised Plot as described in details in the Schedule of Property together with undivided and indivisible proportionate rights in the underneath total Project area of 39668.38 Sq. Meters as constructed on the area of the land, over which the said Demised Plot has been constructed, along with consequential rights of possession, easements, privileges, appurtenances and right to use common areas and facilities such as

circulation area, passages, roars, lawns etc. and other easements appurtenant thereto unto the Allottee to possess and to enjoy the Demised Plot and all it's right, title and interest, TO HAVE AND TO HOLD the same absolutely and forever free from all encumbrances, charges, liens, claims and demands whatsoever. The said Demised Plot is shown with red color in the Layout Plan attached herewith and marked as Annexure – 2.

2. That the Allottee has paid to the Developer and Developer has received the full payment of total sale consideration of Rs...../- (Rs..... only) from Allottee against the Demised Plot. That the Developer is the lawful owner of the Demised Plot and is fully competent and entitled to execute and get registered this Deed in favor of the Allottee and to confer a clear and marketable title in respect thereof in favor of the Allottee. The title of the Developer is free from all types of encumbrances, charges, liens, acquisition proceedings, taxes, restraint orders, recovery attachment etc. and no litigation whatsoever is pending in respect of the Said Demised Plot before any Court or Authority.
3. That the Allottee agree(s) that terms and conditions as prescribed by the Developer and the Government of Uttar Pradesh/Govt Authorities and the other terms and conditions as/will be applicable on the Demised Plot allotted to the Allottee.
4. That the Developer on this day has delivered actual, physical and vacant possession of the Demised Plot to the Allottee, absolutely and forever and the same is acknowledged by the Allottee. The Developer has completed all development works in this Demised Plot to fulfill their responsibility as per the approved plan. Prior to taking possession of the Demised Plot, the Allottee has checked and inspected all the development works carried out by the Developer and fully satisfied with the same. Once the Allottee accepts the possession of the Demised Plot, no complaint of any kind whatsoever shall be entertained by the Developer with respect to Demised Plot. The Developer has further assured to the Allottee that it shall be lawful for the Allottee for all times to enter into, to occupy and enjoy ownership & possession of the Demised Plot without any letting, hindrance, interruption, disturbances, claims or demands from the Developer or any person claiming under or through the Developer

but subject to terms, conditions, stipulations and restrictions contained in this Deed as well as the allotment letter executed with the Developer and described hereinbefore.

5. That the Allottee from the date of possession of this Demised Plot shall be liable to pay the house tax, property tax, water tax and sewerage tax and such other taxes or any other future taxes or any other fees, cess or taxes of all and any kind by whatevername called, levy of proportionate development charges as and when levied by the Local Authority/Body under the prevailing law and rules of the land. These taxes, fees, cesses etc., shall be paid by the Allottee irrespective of the fact whether the maintenance is carried out by the Developer or its nominees whether levied retrospectively or prospectively.
6. That, the Allottee shall be bound to start construction of the house on the Demised Plot' allotted to the Allottee, after getting the plans sanctioned from the Competent Authority at its own cost and expenses and shall further complete such construction within a period of years (or within such time as the Developer/Competent Authority may decide from time to time) from the date of possession, failing which the Allottee shall be liable to pay such penalty and/or may suffer any other consequences as may be decided by the Developer/Competent Authority from time to time. Also, it is mutually agreed between Developer and the Allottee that the Allottee shall use the Demised Plot for Residential purposes and for any other specific purposes in terms of rules and regulations passed by the Govt. in this behalf and shall not carry out any commercial/prohibited activities. The Allottee hereby specifically agrees with the Developer that the conveyance of the Demised Plot' in favor of the Allottee shall be subject to strict compliance of all the conditions/regulations and bye-laws of the GDA or any other Competent Authority and Building Bye Laws, Rules, Notifications, Enactments of the Competent Authority and Guidelines that may be framed by the Government / GDA or any other Competent Local Authority for occupation and use of the 'Demised Plot'. If the delay is caused by the Allottee in completing the construction within the period of years and thus leading to imposition of penalty by GDA or any such delay interferes with the procurement of Occupation/Completion Certificate of the said township or any part thereof or leads to violation of any of the condition of Notifications,

Govt. Orders, Bye-Laws, Development Agreements executed by the Developer with Govt. of U.P. or any other Competent Authority, then the Developer and/or competent authority shall have the right to take any action as per applicable law and/or may also impose penalty in this regard.

7. That the Allottee hereinafter shall become the lawful owner and in possession of the Demised Plot by virtue of the present Conveyance Deed and shall have the absolute and complete rights to hold, use and enjoy the Said Demised Plot, in any manner without any hindrance, claims or demands whatsoever from the Developer or from any other person claiming under or through it. However, in case of transfer/sale of the said plot to any third party or person, the allottee shall take the necessary No Objections from the Developer.
8. That the Developer doth hereby covenants with the Allottee that all dues, demands, taxes, charges, duties and liabilities, have been cleared up to the present date of execution of this Deed and the Allottee undertakes that hereinafter and in future the Allottee shall be liable and responsible to clear any and all dues, demands, taxes, charges, duties, liabilities in respect of the Said Demised Plot or any part thereof. That the Allottee gives its consent to enter into a separate Maintenance Agreement with the Developer or its nominated Maintenance Agency as and when demanded by the Developer or its nominated Agency and the Allottee agrees to abide by all the terms and conditions as laid down in the said Maintenance Agreement. The decision of the Developer or the Maintenance Agency in respect of cost of maintenance will be final and binding on the Allottee. The Allottee undertakes to pay promptly without any reminders all bills and charges as may be raised by the Maintenance Agency from time to time. The Allottee hereby assures the Developer that the Allottee shall not withhold, refuse or delay the payment of maintenance bills raised by the Maintenance Agency for any reason whatsoever.
9. That the Allottee further agrees that he/she/it/they shall have no right, title or interest of any kind whatsoever in any lands, buildings, common areas (Common Area is the entire land for the real estate project or where the project is developed in phases that phase and all other portions of the project in common use), facilities and amenities falling outside the 'Demised Plot' (except for the purposes of a direct

exit to nearest public street, nearest road only). It is further agreed that such common areas, facilities shall remain indivisible and the Allottee or any other person claiming through him/her/them shall not be entitled to bring any action for partition or division of the said common area(s) and facilities or any part thereof. The Allottee shall have only the right of ingress and egress over or in respect of open spaces and all or any of the common areas in the said Project such as parks, road, Common House, Swimming pools etc., if any. The allottee further permits the Nominated Maintenance Agency manager to enter, without any obstacle, the common area as and when required.

10. The Allottee further acknowledges that the Developer shall be carrying out extensive development/construction activities for many years in future in the entire area falling within/outside the Project in which the 'Said Demised Plot' is located and the Allottee agrees not to raise any objections or make any claims or default in any payments as demanded by the Developer on account of inconvenience, if any, which may be suffered by the Allottee due to such development/construction activities.
11. It is further agreed by the Allottee that the Developer shall have the absolute authority to deal in any manner with all lands (except the Demised Plot), facilities and amenities as mentioned above including but not limited to creation of further rights in favor of any other party by way of sale, transfer, lease, collaboration, joint venture, operation and management or any other mode including transfer to government, semi government, any other authority, body, any person, institution, trust or any other local body which the Developer may deem fit.
12. That it is further agreed that the Allottee shall not put up any publicity or advertisement material or any signage depicting commercial activity on the Demised Plot or House constructed there at and maintain the aesthetics of the locality, nor shall cover or block common areas around the Demised Plot. The Allottee shall abide by

all rules, regulations, directives, guidelines formed by the Society, local Authority, Developer or the nominated Maintenance Agency for that purpose.

13. That the Allottee shall abide by all laws, byelaws, rules and regulations, notifications of Competent Authority, Statutory Authorities and the Laws of the land as applicable to the Said Demised Plot and shall also be responsible for all deviations, violations or breach or any of the conditions of prevailing law, byelaws, rules and regulations. The Allottee also undertakes to remain bound by all the terms and conditions stipulated in the said Agreement, Maintenance Agreement, Indemnity Bonds, Undertakings executed by the Allottee with the Developer at any time before execution of this Conveyance Deed. The Allottee undertakes to indemnify the Developer in respect of any such liability or penalty imposed in respect of the Demised Plot being sold by way of this Deed.
14. That the Allottee shall permit the Developer/Maintenance Agency, as the case may be, and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the Said Demised Plot or any part thereof for the purpose of maintaining, cleaning, lighting and keeping in order and condition all service drains, pipes, cables, water courses, gutters, structures of other convenience which the Developer/nominated Maintenance Agency is liable to maintain as per the terms of the Maintenance Agreement.
15. The Allottee shall not do or suffer anything to be done in or around the Said Demised Plot which may tend to cause damage to the adjacent Demised Plots or in any manner interfere with the use thereof or of spaces, passages, amenities and areas available for common use by all the residents. The Allottee hereby indemnifies the Developer against any penal action, damages or loss due to misuse for which the Allottee shall be solely responsible.
16. The cost of stamp duty, registration charges and other incidental charges and expenses is borne by the Allottee. Any deficiency in 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 Demised Plot being conveyed by this

Deed shall also be borne by the Allottee exclusively.

17. That the Allottee has/have executed this Deed with full knowledge and subject to all the laws, notifications and rules applicable in the area from time to time. The Allottee agrees that the Developer or the nominated Maintenance Agency shall have the first charge/lien on the Demised Plot for the recovery of all its dues. However, the Allottee shall subject to the terms and conditions in the present Deed, said Agreement and bye laws of the Competent Authority be fully competent and entitled to deal with the Said Demised Plot in any manner including sale, transfer, gift, lease, mortgage etc. thereof. However, before affecting any such transfer (i.e., sale, gift, mortgage, lease or any other similar arrangement) in favor of any person, the Allottee shall be obligated to inform and obtain a mandatory No Objection Certificate (NOC) from the Developer or the nominated maintenance agency in compliance of Government Notification No. 1375/8-3-16-121 vide/2016, dated 17, October, 2016, failing which the Developer shall have the right to refuse to record the transfer on its records.
18. That the Allottee shall raise construction on the Demised Plot strictly in accordance with bye-laws and as per the plan approved by the GDA and/or other competent authority. In case of violation of the approved building plan or bye-laws of Government of Uttar Pradesh and environmental nodal agencies, applicable to the Project, the Developer shall have right to enter take stringent actions. Further, in the event of any violation of the Building Plan or Bye-Laws of Government of Uttar Pradesh by the Allottee, the Allottee shall have no claim or right to seek any compensation for such acts or omissions from the Developer and shall be liable to pay/ make good the cost/penalty incurred by the Developer.
19. That terms and conditions of the said Agreement executed between the Allottee/ Predecessor-in-interest of Allottee and the Developer shall be deemed to have been incorporated in this Deed and shall continue to be binding with full force and effect. In the event there being any conflict inter-se between the terms and conditions of the aforesaid Agreement and this Deed, recitals of this Deed shall prevail over the recitals incorporated in the Agreement mentioned above.

20. That in case any provision of this Deed is determined to be void or unenforceable under any applicable law, such provision shall be deemed to be amended or deleted in so far as it is inconsistent with statute and the remaining provisions of this Deed shall remain valid, enforceable and binding on the Parties.
21. That the Allottee agrees and confirms that all obligations arising by virtue of this Deed in respect of Demised Plot being the subject matter of this Deed shall be equally applicable and enforceable against any or all occupiers, tenants, licensees and/or subsequent purchasers/Allottee of the Said Demised Plot. The Allottee undertakes to make all efforts to ensure that its successors-in- interest continues to perform various obligations liable to be performed in terms of this Deed and the said Agreement executed with the Developer. The Allottee also confirm that they have clearly understood each and every clause/covenant of the Conveyance Deed and its/their legal implications thereon and have also clearly understood his / her / their obligations and liabilities and the Developer's obligations and limitations as set forth in the Conveyance Deed. The Allottee further undertake not do anything or shall not use the Said Demised Plot being the subject matter of this Deed in a manner which may cause any nuisance, annoyance or obstruction or hindrance to the other owners/occupants in the said Township or is immoral or illegal. Also, the Allottee shall not keep any hazardous, explosive, inflammable chemicals/material etc., which violates the bye-laws applicable to the Demised Plot. The Allottee shall keep indemnified the Developer against any penal action, damages or loss due to misuse, storage of hazardous, highly inflammable, dangerous or otherwise potentially hazardous materials/gas etc. for which the Allottees shall be solely responsible.

NOTE:

Payment Schedule:

Rs. _____ has been received by the Developer in advance from the allottee through cheque/draft/online transfer. The Developer did not receive more than Rs./- in cash from the allottee

Total consideration of Rs. _____ has been received by the Developer.

IN WITNESSES WHEREOF, the Parties have executed this Conveyance Deed on the place, day, month and year first above written in the presence of the following witnesses:

SIGNED, EXECUTED & DELIVERED

Allottee

Developer

(.....)

) Authorized Signatory For and On Behalf of M/s. Accurate Mark Serve Pvt. Ltd.

WITNESSES:

1.

2.