



HKD GANPATI INFRASHAPERS LLP

DEED OF CONVEYANCE

- | | | | |
|-----|---------------------------|---|------------------------|
| 1. | Category of Land | : | Residential/Commercial |
| 2. | Ward | : | |
| 3. | Mahalla | : | |
| 4. | Detail of Property | : | Unit No. |
| 5. | Unit of Measurement | : | In Square Meters |
| 6. | Land Area of Property | : | Sq. Mtrs. |
| 7. | Built up Area of Property | : | N/A . |
| 8. | Situated on | : | |
| 9. | Condition | : | Developed |
| 10. | Year of Construction | : | N/A |
| 11. | Sale Consideration | : | Rs./- |
| 12. | Valuation | : | Rs./- |
| 13. | Stamp Duty | : | Rs./- |
| 14. | Boundaries | : | |
| | a. East | : | |
| | b. We | : | |
| | c. N | : | |
| | d. Sout | : | |

Number of Vendor:

Number of Vendee:

Details of Vendor:

_____, a Company duly incorporated under the provisions of the Companies Act, 1956 having its registered Office at _____ and having its Regional Office at _____ through its Authorised Signatory _____

Occupation: _____

Details of Purchaser/Vendee:

.....

Occupation: _____

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made at _____, U.P. on this day of 2018.

BY

_____(CIN _____; PAN _____), a Company incorporated under the Companies Act, 1956, having its registered office at _____ having its Regional Office at _____ through its Authorised Signatory _____ which expression shall unless repugnant to the subject or context mean and include its successors, executors, administrators, liquidators, official receivers and assigns (hereinafter referred to as the **“PROMOTER/VENDOR”**) of the ONE PART;

IN FAVOUR OF

..... (AADHAAR NO.: _____; PAN _____) (hereinafter referred to as the **“Purchaser/Vendee”**, which expression shall unless repugnant to the context or meaning thereof, be deemed to include his/her/their/its, executors, administrators, successors, liquidators, official receivers and assigns) of the OTHER PART.

WHEREAS:

- A. The Promoter/Vendor absolutely seized and possessed of or otherwise well and sufficiently entitled to the land more particularly described in the schedule hereunder written (hereinafter referred to as the **“said Land”**) and has obtained their respective necessary licenses, permissions, approvals and NOCs from the various Authorities/Offices of the State and Central Governments for the promotion and development of a residential/commercial Township/Colony thereon and has named it as **“_____”**. (hereinafter referred to as the **“said Project”**).
- B. The Promoter has registered the said Project under the provisions of the Act with the Uttar Pradesh Real Estate Regulatory Authority at **Lucknow/Allahabad** under registration no. _____ under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as **“the Act”**) and/or Rules and Regulations made/to be made thereunder ('Rules') and are subject to provisions of the Act and/or Rules. If any content and/or terms & conditions or its any part is found contrary or inconsistent to any provision of the Act and/or Rules and Regulations made thereunder, that content and/or terms & conditions or that part shall be deemed to be repealed and amended to that extent whatsoever is contrary or inconsistent and provisions of the Act and/or Rules and Regulations made thereunder shall prevail to that extent
- C. The Promoter/Vendor is well and sufficiently entitled to sell the various products in the said Project comprising of several Flats/Plots/Units/Villas/Shops/Space of various sizes, dimensions and land uses forming part of the approved Layout plan of the said Project.
- D. The Purchaser/Vendee has applied to the Promoter/Vendor for allotment of a Unit in the said Project and the Promoter/Vendor has allotted a Unit No. _____ admeasuring area _____, on _____ Floor in Tower/Block No.- _____ in the said Project (hereinafter referred to as the **“said Unit”**) on the terms and conditions contained in the concerned Agreement for Sale dated _____ (hereinafter referred to as the **“said Agreement”**) as to the covenants enumerated therein, duly executed and acknowledged herein by the Purchaser/Vendee.
- E. The Promoter/Vendor is fully competent to enter into this Deed of Conveyance and all the legal formalities with respect to the right, title and interest of the Promoter/Vendor regarding the Said Land on which Project is to be constructed have been completed.
- F. Upon completion of the development/construction of the said Project, a **‘Completion/Occupation Certificate’** with respect to the same has been issued by the Competent Authority vide Memo bearing No. _____ dated _____.

- G. The Purchaser/Vendee has fully satisfied himself/itself as to the sanctions, approvals, layout, NOC's etc. in respect of the development and promotion of the said Project including that of the said Unit which has been carried out and done by the Promoter/Vendor and has now expressed his/her/their/its desire to get the Deed of Conveyance thereof, executed and registered in his/her/their/its favour.

NOW THEREFORE, THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS:

1. CONSIDERATION & POSSESSION OF THE SAID UNIT:

- a) That in consideration of the Total Price of the said Unit amounting to **Rs./-** (**Rupees Only**), paid by the Purchaser/Vendee to the Promoter/Vendor, the receipt whereof the Promoter/Vendor hereby admits and acknowledges, and the Purchaser/Vendee agreeing to observe and perform the covenants, stipulations, exceptions, reservations, terms and conditions herein contained and as contained in the said Agreement, executed between the Promoter/Vendor and the Purchaser/Vendee, the Promoter/Vendor doth hereby conveys the said Unit unto the Purchaser/Vendee together with all rights, easements and appurtenances whatsoever in the said Unit belonging or appertaining thereto TO HOLD the same by the Purchaser/Vendee.
- b) That the consideration of the said Unit is inclusive of recovery of price of land, construction of [not only the said Unit but also] the Common Areas, internal development fee, external development fee, taxes, cost of providing electric wiring, electrical connectivity to the Unit, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per said Agreement etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the said Unit and the Project.
- c) The cost of development of the said Unit is escalation-free, save and except increases, which the Purchaser/Vendee hereby agrees to pay due to increase in External Development charges, Government rates, taxes, cess etc. and/or any other charges which may be levied or imposed by the Government/Statutory Authorities from time to time.
- d) That the vacant and peaceful possession of the said Unit has been delivered to the Purchaser/Vendee simultaneously with the signing and execution of this Deed and the Purchaser/Vendee confirms the taking over of the possession of the said Unit after satisfying himself/herself/themselves as to the area of the said Unit and the Purchaser/Vendee has agreed not to raise any dispute at any time in future on this account.

2. PROMOTER/VENDOR'S COVENANTS WITH THE PURCHASER/VENDEE:

- a) That the absolute interest which they prefer to transfer/demise by way of this Deed subsists and that they have good right, full power and authority to convey the said Unit.
- b) That the said Unit is free from all kinds of encumbrances such as sale, gift, mortgage, dispute, litigation, acquisition, attachment in the decree of any court, lien, court injunction, lease etc. and that hereafter if any person in any manner claims any interest or right of ownership in the said Unit or any part thereof the Promoter/Vendor shall indemnify the Purchaser/Vendee.
- c) The Promoter/Vendor shall be responsible for providing internal services within the said Project which inter-alia includes (i) laying of roads, (ii) laying of water lines, (iii) laying of sewer lines (iv) laying of electrical lines. However, it is understood that external or peripheral services such as water lines, sewer lines, storm water drains, roads, electricity, horticulture etc. are to be provided by the Government or the concerned Local Authority up to the periphery of the said Project.

3. PURCHASER/ VENDEE'S COVENANTS WITH THE PROMOTER/VENDOR:

- a) That the Purchaser/Vendee undertakes that the said Unit shall always be used for specific purpose as specified in the said Agreement. Any change in the specified use, which is not in consonance with the

theme of the said Project or is detrimental to the public interest will be treated as a breach of the condition entitling the Promoter/Vendor/ Maintenance Agency to initiate and seek appropriate legal remedy against the Purchaser/Vendee for such violation.

- b) The Purchaser/Vendee further assures that whenever the title of Purchaser/Vendee in the said Unit is transferred in any manner whatsoever, such subsequent transferee shall be bound by all covenants and conditions contained in this Deed of Conveyance and said Agreement and the Maintenance Agreement referred to elsewhere herein and subsequent transferee be answerable in all respects thereof in so far as the same may be applicable to, affect and relate to the said Unit.
- c) That whenever the title of the said Unit is intended to be transferred in any manner whatsoever, the transferor and proposed transferee shall within 30 days of transfer give notice of such transfer in writing to the Promoter/Vendor and the Maintenance Agency. It will be the responsibility of the transferor to pay the outstanding maintenance and other charges payable to the Maintenance Agency before affecting the transfer of the said Unit failing which the transferee shall have to pay the outstanding dues of the Maintenance Agency before occupying the said Unit.
- d) The Purchaser/Vendee hereby undertakes to pay directly to the Local Government/Central Govt./Local Authority existing or to exist in future all rates, taxes, charges and assessments of every description including Cess etc., which are now or may at any time hereafter be assessed, charged or imposed upon the said Unit and building constructed thereon, from time to time and at all times from the date of allotment of the said Unit by the Promoter/Vendor.
- e) The Purchaser/Vendee shall also be liable to pay to the Promoter/Vendor the charges, pro-rata as may be determined by the Promoter/Vendor or its nominated Maintenance Agency, for maintaining various services and facilities in the said Project where the said Unit is situated until the same are handed over to a local Body/Authority for maintenance. All such charges shall be payable and be paid by the Purchaser/Vendee to the Promoter/ Vendor/ Maintenance Agency periodically as and when demanded by the Promoter/ Vendor/ Maintenance Agency. The pro-rata share so determined by the Promoter/Vendor/ Maintenance Agency shall be final and binding on the Purchaser/Vendee.
- f) The Purchaser/Vendee undertakes to pay to the Promoter/Vendor, on demand, any liability, may be with retrospective effect which has not been demanded by Promoter/ Vendor or the concerned Authority in the shape and manner of any increase in the External Development Charges/ any other charges levied, by whatever name called or in whatever form, existing or to exist in future all rates, taxes, charges and assessments of every description including cess etc., which are now or may at any time hereinafter be assessed, charged or imposed upon the said Unit and building constructed thereon/ said Project, from time to time and at all times from the date of allotment of the said Unit by the Promoter/Vendor and with all such conditions imposed by the Uttar Pradesh Government and/or any competent authority(ies) and such increase in External Development Charges/ any other charges shall be borne and paid by the Purchaser/Vendee in proportion to the area of the said Unit to the total area of all the Units in the said Project as determined by the Promoter/Vendor and any such unpaid charges shall be treated as unpaid sale price of the said Unit and the Promoter/Vendor shall have the first charge/lien on the said Unit for recovery of such charges from the Purchaser/Vendee.
- g) The Purchaser/Vendee specifically agrees to pay directly or if paid by the Promoter/Vendor then reimburse to the Promoter/Vendor on demand any Govt. levies, Property Taxes, other charges etc. including cess leviable in future on the said Land and/or Project developed/ constructed on the said Land or the said Unit, as the case may be, as assessable/applicable in respect of the said Unit to the Purchaser/Vendee and the same shall be borne and paid by the Purchaser/Vendee in proportion to the area of the said Unit to the area of all the entire Units in the said Project as determined by the Promoter/Vendor.
- h) The Purchaser/Vendee shall not sub-divide or amalgamate the said Unit with any other Unit in the said Project without taking prior written approval of the Promoter/Vendor/Competent Authority.
- i) That the Purchaser/Vendee hereby agrees to pay the following other charges on demand to the Promoter/Vendor:

- (i) That the standard of internal development has been defined by the Promoter/Vendor and in case of any change at a later stage in the specifications of internal development thereby resulting in the Purchaser/Vendee incurring any extra charges on account of such changes, the same shall be recovered on pro rata basis from the Purchaser/Vendee and shall be payable as and when demanded by the Promoter/Vendor.
- (ii) The Electricity Load for the entire project will be obtained from concerned Electricity Authority by the Promoter/Vendor or as the case may be, and the cost of installation of Sub-Station/Power House/Transformers shall be charged extra on pro rata basis and shall be payable by the Purchaser/Vendee on demand.
- (iii) That the other charges such as individual Electricity Connection charges including deposit and Meter charges, individual Water Connection charges from the Main supply line, individual Sewerage Connection charges from the said Unit to the Main Sewerage line and Storm Water Connection charges from the said Unit to the Main line and Malba charges etc. shall be borne by the Purchaser/Vendee.
- (iv) If any provision of the existing and future Laws, guidelines, directions etc. of any Government or the Competent Authorities made applicable to the said Unit/said Project requiring the Promoter/Vendor to provide pollution control devices, effluent treatment plant etc. in the said Project, then the cost of such additional devices, equipment etc. shall also be borne and paid by the Purchaser/Vendee in proportion to the area of said Unit to the total area of all the Units in the said Project, as and when demanded by the Promoter/Vendor.
- j) That the Purchaser/Vendee shall have no right, title or interest in any other Unit in the said Project except the said Unit and any other Unit which he may have taken or may hereafter take by any other Deed.
- k) That the Purchaser/Vendee shall not make noise pollution by use of loudspeaker or otherwise and/or throw or accumulate rubbish, dust, rags, garbage or refuse etc. anywhere in the said Project; save and except at areas/places specifically earmarked for these purposes in the said Project.
- l) Stamp duty, registration fee and all other incidental charges required for execution and registration of this Deed have been borne by the Purchaser/Vendee. The Purchaser/Vendee shall also be liable for due compliance of the provisions of Indian Stamp Act, 1899 as applicable to the State of Uttar Pradesh and shall be liable to pay the deficiency in the amount of Stamp Duty and Penalties, if any, as may be levied by the Concerned Authority.
- m) (*This Clause is applicable for Plots for specific purpose*) That the Purchaser/Vendee hereby undertakes and confirms that he/ it shall construct the building on the said Unit/Plot as per the approved layout and building plans in respect thereof within the stipulated time therefor prescribed by the concerned authority failing which the Purchaser/Vendee agrees to be liable for and bear payment of any penalty, impositions etc., imposed by the Competent Authority and further undertakes to keep the Promoter/Vendor indemnified in this regard.

4. COMMON AREA & MAINTENANCE:

- (a) In order to provide necessary maintenance services, the Promoter/Vendor may, upon the completion of the said Project, hand over the maintenance of the said Project to any Body-corporate, association etc. (hereinafter referred to as "Maintenance Agency") as the Promoter/Vendor in its sole discretion may deem fit. The maintenance, upkeep, repairs, lighting, security etc., of the said Project including common areas, landscaping and common lawns, water bodies of the said Project will be organized by the Promoter/Vendor or its nominated Maintenance Agency. The Purchaser/Vendee agrees and consents to the said arrangement. The Purchaser/Vendee undertakes to pay maintenance charges which shall be fixed by the Promoter/Vendor or its nominated Maintenance Agency from time to time depending upon the maintenance cost. The Purchaser/Vendee shall be liable to pay interest at the rate of 18% per annum for non-payment of any of the charges within the time specified, failing which the

Purchaser/Vendee shall be disentitled to the enjoyment of common services including electricity, water etc.

- (b) That the Purchase/Vendee(s) shall be under obligation and bound to execute a separate Maintenance Agreement with the promoter/Vendor or the Maintenance Agency, if not already executed, with regard to terms and conditions of maintenance of the said Project and shall be bound by the rules & regulations as described in the Maintenance Agreement. The said Maintenance Agreement shall, inter alia, define the scope of maintenance of & provisions for various services & facilities in the said Project, the charges payable by the Vendee(s) in respect thereof and penalties and conditions for withdrawal, curtailment and discontinuation of the facilities and amenities being provided by the promoter/Vendor or Maintenance Agency, for non/belated payments thereof.
- (c) The Purchaser/Vendee shall keep with the Promoter/Vendor an Interest Free Maintenance Security (IFMS) deposit towards payment of maintenance charges in order to secure adequate provision of the maintenance services and due performance of the Purchaser/Vendee in paying promptly the maintenance bills and other charges as raised by the nominated Maintenance Agency. The Purchaser/Vendee agrees to deposit said interest free maintenance security as per the schedule of payment given in said Agreement and to always keep it deposited with the Promoter/Vendor/Maintenance Agency. A separate Maintenance Agreement between the Purchaser/Vendee and the Promoter/Vendor or its Nominee/Maintenance Agency will be signed at a later date.
- (d) The Promoter/Vendor shall have the right to transfer the IFMS of the Purchaser/Vendee(s) to the Maintenance Agency/ Association of Unit owners as the Promoter/Vendor may deem fit, after adjusting therefrom any outstanding maintenance bills and/or other outgoings of the Purchaser/Vendee at any time upon execution of the Deed of Conveyance and thereupon the Promoter/Vendor shall stand completely absolved/discharged of all its obligations and responsibilities concerning the IFMS including but not limited to issues of repayment, refund and/or claims, if any, of the Purchaser/Vendee on account of the same.
- (e) The Promoter/Vendor or Maintenance Agency and their representatives, employees etc. shall be permitted at all reasonable times to enter into and upon the said Unit and/or building constructed thereon for carrying out any repair, alterations, cleaning etc., or for any other purpose in connection with the obligations and rights under this Allotment including for disconnections of the electricity and water and/or for repairing/changing wires, gutters, pipes, drains, part structure etc. The Purchaser/Vendee agrees to give notice of the provisions of this clause to his/her/their tenants, if any.
- (f) The common areas and facilities shall remain under the control of the Promoter/Vendor whose responsibility will be to maintain and upkeep the common areas and provide common amenities until the same are transferred/assigned to concerned Municipal Corporation or any other body or any other maintenance agency.

5. GENERAL:

- a) In the event of death of the Purchaser/Vendee, the person on whom the rights of deceased devolve shall, within three months of devolution, give notice of such devolution to the Promoter/Vendor and the Maintenance Agency. The person on whom the rights of the deceased shall devolve will be liable for payment of outstanding maintenance and other amounts due to the Maintenance Agency, Authority and or any other Government Agency.
- b) The person on whom the title devolves or his/her/their/its transferee, as the case may be, shall provide to the Promoter/Vendor and the Maintenance Agency the certified copies of document(s) evidencing the transfer or devolution.
- c) The Purchaser/Vendee shall, after taking possession or deemed possession of the said Unit, as the case may be, or at any time thereafter shall have no objection to the Promoter/Vendor/Vendor of other Units developing or continuing with the development of other Units adjoining the said Unit sold to the Unit Purchaser/Vendee.

- d) The Promoter/Vendor alone shall be entitled to obtain the refund of various securities deposited by it during development of the said Project with various Governmental/Local Authorities for electric and sewer connection etc.
- e) The said Project shall always be known as “_____” and this name shall never be changed by the Purchaser/Vendees or anybody else.
- f) The terms and conditions contained herein shall be binding on the Occupier of the said Unit and default of such Occupier shall be treated as that of the Purchaser/Vendee, unless context requires otherwise.
- g) That in case the Purchaser/Vendee(s) has availed loan facility for the purchase of the said Unit, the Purchaser/Vendee hereby covenants with the Promoter/Vendor that after the execution and registration of Deed of Conveyance regarding the said Unit, the original Deed of Conveyance shall be received by the Promoter/Vendor on behalf of the Purchaser/Vendee(s) from the registration office directly and shall be deposited with the concerned financier/banker to create equitable mortgage thereon in accordance with the Banking Rules & Regulations.
- h) The Purchaser/Vendee shall get his/her/their/its complete address registered with the Promoter/Vendor at the time of booking and it shall be his/her/their/its responsibility to inform the Promoter/Vendor by Registered AD letter about all subsequent changes, if any, in his/her/their/its address. The address given in the application for allotment of the said Unit shall be deemed to be the Registered Address of the Purchaser/Vendee until the same is changed in the manner aforesaid.
- i) In case of joint Purchaser/Vendees, all communication shall be sent by the Promoter/Vendor to the Purchaser/Vendee whose name appears first and at the address given by him/ it shall for all purpose be considered as served on all the Purchaser/Vendee(s) and no separate communication shall be necessary to the other named Purchaser/Vendee(s).
- j) All letters, receipts, and/or notices issued by the Promoter/Vendor or its nominee and dispatched Under Certificate of Posting /Regd. AD/Speed Post/ Courier Service to the last known address of the Purchaser/Vendee shall be sufficient proof of receipt of the same by the Purchaser/Vendee and which shall fully and effectually discharge the Promoter/Vendor /nominee.

6. COURT JURISDICTION:

The _____ / Allahabad High Court and the Courts at **Lucknow/Allahabad** shall have exclusive jurisdiction in dealing with all matters arising out of or touching upon and/or concerning this Deed of Conveyance.

SCHEDULE OF UNIT

All the rights, title and interest of the Promoter/Vendor into and upon that piece and parcel of land being a Unit in the said Project as per the approved layout thereof by the concerned Authority and being numbered as **Unit No.** of **Block/Tower No.** as per the Composite Marketing Plan of the said Project, hence forth referred to as the Property of the Residential/Commercial Project known as “_____”, situated at _____ as per the Layout Plan enclosed herewith as per the Layout Plan enclosed herewith bounded as under:

- a. East : .
- b. West : .
- c. North : .
- d. South : .

IN WITNESS WHEREOF the parties have hereto set their hands on the day, month and year first above written.

WITNESSES:

1.

Signed for & on behalf of

(PROMOTER/VENDOR)

2.

(PURCHASER/VENDEE)

DRAFT