

CONVEYANCE DEED

Type of Land :
Ward/ Pargana :
V-Code :
Mohalla/ Village :
Description of Property : The Residential EWS Unit/FlatNo. _____, Block-_____, at ____Floor, in "PMAY", Built on free hold residential land pertaining to Khasra No. _____ of Village _____.
Area of Property : Total Area _____ Sq. Ft. (i.e. _____ Sq. Mtr)
: Carpet Area _____ Sq. Ft. (i.e. _____ Sq. Mtr)
Status of Road : _____ Meter wide
Status of Two wheeler
Parking : _____
right to use only and area not sold (FOC)
Sale Consideration : Rs. _____/-
Govt. value : Rs. _____/-
Basic Circle Rate : Rs. _____/- per sq mtr.
Less ____ % for ____ Floor and after that add ____ % for all common facilities and less ____ % for Rain water Harvesting. rate comes Rs. _____/-

SALE CONSIDERATION Rs. _____/-

STAMP DUTY PAID RS. _____/-

Stamp Duty is paid accordingly to G.O. No. 2756 dated 30.06.2008

Alongwith 1% reduction in Stamp Duty for Woman up to the Value of Rs. 10,00,000/-.

SALE DEED

THIS SALE DEED is executed at Ghaziabad on this _____ day of _____.

BETWEEN

M/s _____. CIN No._____, a
Company duly Incorporated Under the provisions of **Companies** Act, 1956 having its Corporate
office at _____ and acting through its Authorised Signatory_____
S/o _____ R/o _____, Who has been
authorized by the Company vide Board Resolution **Dated** _____ hereinafter Called The
Vendor (Which Expression unless the context otherwise requires or is repugnant thereto,
includes its successors, nominees, assignees and administrators,) of the one part.

PAN of Company-_____

In favour of

_____ S/O, W/O _____ R/O _____,
hereinafter referred to as the 'Vendee', (which expression shall, unless repugnant to the meaning
or context herein, be deemed to mean and include his legal heirs, agents, attorneys,
representatives, representatives, nominees, administrators, successors-in-interest, executors and
permitted assigns, etc.,) of the other part.

PAN : _____

(Hereinafter Vendor, and Vendee are collectively referred to as "Parties" and individually as
"Party" as the context demands)

DETAILS OF UNIT/FLAT:-

The Residential **EWS Unit/Flat No.** _____ on **Floor**, Block-_____, in
"**PMDY**", having Total Area _____ Sq. Ft. (i. e. _____ Sq. Meter) & Carpet Area _____ Sq.
Ft. (i.e. _____ Sq. Meter) (more
specifically described in Schedule I of this deed) Built on a part of free hold residential land
situated at _____
U.P. in the Group Housing Project Known as "_____ **PMDY**", The said Unit/Flat constructed
in Multi-Storied Building.

WHEREAS :

A. M/s _____, are the absolute owners and possession holder of
free hold land measuring _____ who purchased the same from
_____ in Khasra No. _____ situated in the revenue village of
_____ vide sale deeds duly registered in the name _____ Khasra no
_____ registered under Serial No ___, document no ___, page no _____, volume no _____
for area admeasuring _____ dated _____.

(Details of land purchased)

S.No	Dated	Khasr a no	Serial no	Docume nt no.	Page no	Volume no	Land area (sq.m t)	Owner

Total land area is _____ sq. mtr., Land used for road widening _____ sq. mtr. approx., Net Plot area is _____ sq. mtr. which is situated at _____ in the Group Housing Project Known as "____ PMAY".

That the Vendor has got, the site Plans of his above Group Housing Project namely _____ PMAY, approved and compounded for development of the said land from the Ghaziabad Development Authority and also got all approvals from all desired respective statutory Authorities such as Environment Clearance, Fire Safety, Heights Clearance etc for construction of multi storied Group Housing Project hereinafter referred to as 'the said Project';

- B. That the Vendor has developed the said multi-storied Group Housing Project including a convenient shops, as per sanctioned and duly approved and compounded plans from the concerned Authorities whereas "Common Areas and Facilities" means and includes:
 - (i) the land on which the Said Building is located and all easements, rights and appurtenances belonging to the Said Plot and the Said Building,
 - (ii) the foundations, columns, girders, beams, supports, main walls, roofs, halls, common corridors, passages, lobbies, stairs, stair-way, and entrances and exits of the Said Building;
 - (iii) installations of common services such as power, light and sewerage;
 - (iv) the elevators, tanks, pumps, motors, pipes and ducts and in general all apparatus and installations existing for common use including electrical, plumbing and fire shafts, services ledges on all floors, guard room, electrical room etc.

(v) circulation area, service areas including but not limited to, machine room, overhead water tanks, stores etc., architectural features, if provided and security control rooms;

Maintenance Services:- The vendor .

****That the maintenance of the project can only be transferred to the AOA after the physical possession start.***

C. That the vendor has deposited all External Development Charges as per GDA/PMAY norms for outer Development work/amenities like Road, Electricity, Sewerage and Water line etc and the same facilities shall be provided by the GDA/ authority concerned up to the Boundary of the Project. The Vendor Company has installed/carried out all above mentioned amenities within the boundary of the project. In case of in operation of above said services by concerned authorities, if alternative services are to be provided, then these will be provided by charging additional operative cost for the same by demanding proportionate cost from the vendee if so required.

D. AND WHEREAS the VENDEE has entered into a ALLOTMENT LETTER/ AGREEMENT TO SALE dated____ with the VENDOR, whereby the VENDEE agreed to purchase a Free Hold dwelling unit, admeasuring approx.____ sq. ft. Total area, being Residential **Unit/Flat No.**____ on the____ **Floor** in **Block/Tower** No.____, of the said Project, (detailed and described in SCHEDULE-1), hereinafter referred to as the 'Unit', subject to the Standard Terms and Conditions and the terms recorded in the said Allotment Letter.

E. That the Vendee has confirmed to Vendor that he is entering into this deed with full knowledge of all Approvals, Approved Layouts & Approved Drawings, Drawings of on-going work (Block/Tower) of the Project, the laws, rules, regulations, notifications, etc. applicable to the aforesaid Group Housing Project and is aware of the terms and conditions contained in this Deed. That he has clearly read and understood his rights, duties, responsibilities, obligations under each and every clause of this Deed.

F. That the Vendor has provided the Vendee with an opportunity to inspect the title of the Vendor for the said Plot of Land, the Plans duly approved by the Competent Authorities/Agencies as well as the quality of construction at the said Project, prior to the Vendee agreeing to purchase the said Free Hold Unit/Flat and entering into the said Allotment letter/Agreement to Sale. The Vendee has availed this opportunity and is fully satisfied with regard to the title of the Vendor as well as quality of construction and its right to allot/sell the Unit to the Vendee.

G. That the VENDOR relying on the confirmations, representations and assurances of the VENDEE to faithfully abide by law, the terms, conditions and stipulations contained in the Sale Deed, and in good faith is now willing to execute the Sale Deed to sell and transfer the said Unit/Flat on the terms and conditions appearing hereinafter.

NOW THEREFORE THIS SALE DEED WITNESSETH AS UNDER :-

THAT in pursuance of the terms and conditions as set out in the allotment letter, PMAY and mutually agreed between the parties, the Vendor hereby sells and conveys to the Vendee and

the Vendee purchases from the Vendor the said Free hold Unit/Unit/Flat, more particularly detailed in SCHEDULE—

1) That in consideration of the Unit/Flat bearing No. _____,Rs._____/-
(**Rupees_____ Only**) has been paid by the Vendee(s) to the Vendor (as per the payment schedule mentioned below:

RECEIPT INFORMATION _____

S.No.	Receipt Date	Mode	Instrument No.	Instrument Date	Drawn On	Net Amount
						TOTAL

2) The Vendor hereby acknowledges the receipt of above mentioned payments. The Vendee(s) undertakes to pay such further amount, as he/she/they may be at any time hereto become liable to pay in terms of this sale deed.

3) That the consideration of sale amount of the above said Unit/Flat has been paid by the vendee and received by vendor in advance, on or before execution of this indenture. The vendor do hereby transfer by way of sale, the above said Unit/Unit/Flat. The aforesaid consideration is for the total carpet area of the said Unit/Flat.

4) That in-case the Vendee has availed a loan facility from his employer or financial institution to facilitate the purchase of the said flat/unit, then in such case, (a) The terms of the financing agency shall exclusively be binding and applicable on the Vendee only. (b) The Vendee shall alone be responsible for repayment of dues of the financial institution/agency along with interest/penalty accrued thereon or any default in re-payment thereof. The Vendor will have no responsibility towards any such transaction.

5) The Vendee has, of his own accord, paid all the dues towards cost of the Unit/Flat along with all the additional possession charges and the Vendor has received all the receivables. That at the time of execution of the sale deed, the Vendee will have satisfactorily taken the physical possession of the said Unit/Unit/Flat. The Vendee or his successor/representative etc. will make no claim upon the Vendor in any respect whatsoever (penalty, interest, paid amount etc.) at present or any time in future.

6) That physical and vacant possession of the said Unit has been handed over by the Vendor to the Vendee, absolutely and forever, and the Vendee acknowledges having taken over the possession of the same to his entire satisfaction complete in all respects without any defects or deficiency of any kind.

7) That the vendor hereby declares and assures the vendee that they are rightful owner of said Unit/Flat with full rights to deal with same. The vendor further assure, represent and covenant with the Vendee that the said Unit/Flat is now free from all encumbrances, charges, liens, lis pendens, attachments, trusts, prior agreements, whatsoever or howsoever and that there is no order of attachment by the Income Tax Authorities or any other Authority under any law for the time being in force, nor any notice of acquisition or requisition has been received in respect of the aforesaid Unit/Flat and the Vendor is

absolutely and fully entitled to convey and vest the title of the said Unit/Flat in favour of the Vendee.

8) That upon taking possession of Unit/Flat as detailed above, the vendee has no claim against the vendor as to any item of work, quality of work, measurements, specifications, facilities, amenities, materials, area of Unit/Flat, installations, cost etc, in said Unit/Flat or any other ground whatsoever as the vendee has taken the possession of the above Unit/Flat after satisfying himself/ herself in all respect.

a. The Vendee's right to use and occupy the Unit/Flat shall be in accordance with and subject to the provisions of the Standard Terms and Conditions of Allotment and By-laws and PMAY.

b. That the said Unit/Flat shall be used only for residential purposes and no commercial activities shall be carried from the said premises. The Vendee shall not use the said Unit/Flat for such purposes which may or is likely to cause nuisance or annoyance to occupants of other Units/Unit/Flats in the said Group Housing Project. The vendee shall not use his Unit/Flat for any illegal or immoral purpose, he will not do or cause anything to be done in or around the said premises which may tend to cause damage to any wall, flooring or ceiling whatsoever of any premises above, below or adjacent to the Unit/Flat or in any manner interfere with the use of spaces, passages, corridors or amenities available for common use.

c. The Vendee shall be liable to pay house-tax/property-tax, fire fighting tax or any other fee, cess or tax as and when levied by a Local Body or Authority These taxes, fees, cesses etc. shall be paid by the Vendee irrespective of the fact whether the maintenance is carried out by the Vendor or its Nominee or any other Body or Association of Apartment Owners whether levied retrospective or prospective.

d. The Vendee has confirmed and assured the Vendor that he is in full agreement with the provisions of this Sale Deed in relation to Uttar Pradesh Apartment(Promotion of Construction, Ownership and Maintenance) Rules, 2011, PMAY and shall comply with the provisions of the said Act and the Rules and Regulations made there under; or any statutory amendments or modifications thereof or the provisions of any other law(s) dealing with the matter of builder and buyer as & when applicable from time to time.

e. The Vendee agrees and undertakes that the Vendee shall become a member of Apartment of Owners Association as may be formed and to pay any fees, subscription charges thereof and to complete such documentation and formalities as may be deemed necessary by the Vendor for this purpose as and when the association is formed.

f. That the Vendor hereby assures, represents and covenants with the Vendee as hereunder:

(i) That the Vendee shall be entitled to the following rights in common with the other occupants/owners of the other units/Unit/Flats in the said Group Housing Project, which shall be subject to rules and regulations made by the Vendor and/or the maintenance agency appointed by the Vendor:

- (ii) common right and liberty of the Vendee and all persons authorized or permitted by him, for all lawful purposes to use the corridors, lobbies, staircases, fire escapes and entrances and exits for ingress to and egress from the said Unit/Unit/Flat;
- (iii) the right to sub-adjacent and lateral support and shelter and protection from the foundations, columns, girders, beams, supports, main wall and from the sides and roof of the aforesaid Unit/Unit/Flat;
- (iv) That notwithstanding anything contained herein or elsewhere, it has been clearly understood and agreed to by and between the Parties that the maintenance of common areas/facilities, supervision and services to the entire Group Housing Project shall be undertaken and handled by a maintenance agency appointed/nominated by the Vendor from time to time till project is handover to the local body for maintenance and vendor shall be entitle to collect maintenance charges @ Rs 2 or prevailing rates, The Vendee shall be entitled to use all common passages and common facilities in connection with the use and occupation of the aforesaid Unit subject to the payment of such charges, which may be levied from time to time by the Maintenance Agency till handover.

g. That the Vendee has specifically and unambiguously agreed that the sale is subject to various restrictions, limitations, etc. The Parties herein have mutually agreed that:

- (i) save and except the said Unit/Unit/Flat, the Vendee shall have no claim, right, title or interest of any nature or kind over any open spaces, common areas/facilities/equipment/infra-structure, lobbies, stair-cases, lifts, terrace-roof (terrace-roof shall always remain the exclusive property of the Vendor). However the Vendee shall have right to enjoy the mere use of open spaces, common areas/facilities/equipment/infra-structure, lobbies, staircases, lifts, without claiming any other right thereon;
- (ii) the Vendor and/or Maintenance Agency shall have the right to insure and keep insured the structure of the building and its assets, machineries and equipment etc. against such risks as the Vendor and/or the Maintenance Agency may deem necessary and the insurance premium shall be payable separately by the Vendee in proportion to the area of the said Unit/Flat purchased by him vis-à-vis premium payable by the Vendor and/or Maintenance Agency for the building. The contents, fixtures and fittings installed within the aforesaid Unit shall, however, be insured by the Vendee/occupier at its own cost;
- (iii) the Vendee or anyone claiming under or through Vendee shall not make any changes to the exterior of the aforesaid Unit/Flat other than in the manner agreed with the Vendor /Maintenance Agency or AOA or in the manner in which the exterior was previously

painted/decorated. Further the Vendee shall not close the verandas, lounges, balconies, common passage and common corridors even if a particular floor(s) is occupied by the same party/Vendee. The Vendee shall not make any alterations in any elevation and outside colour scheme of the exposed walls of the verandas, lounge or any external walls or both the faces of external doors and windows of the aforesaid Unit/Flat which in the opinion of the Vendor and/or Maintenance Agency or AOA differ from the colour scheme of the building;

- (iv) The building shall always be known as “PMAY” and shall never be changed by Vendee and/or jointly by the Vendee/owner of the other Units in the said Building;
- (v) the Vendee (or its nominee/tenants) shall not display or be permitted to display name and address of the occupant of the aforesaid Unit/Flat at any place(s), other than beside the entrance door of his Unit/Flat or as may be permitted by the Maintenance Agency/ AOA. The Vendee shall not put up any name or sign board, publicity or advertisement material on the external face of the building or anywhere in the common areas without the prior approval of the Vendor/ Maintenance Agency/AOA in writing. All advertising rights in the entire building including the right to use of terrace and roof, outside the boundary wall of the said building, its peripheries exclusively vest with the Vendor;
- (vi) the Vendee hereby covenants to keep and maintain the aforesaid Unit/Flat, periphery walls, partition walls and sewers, drains, pipes and appurtenances thereto or belonging thereto in the same good tenantable repair, state, order and condition in which it has been delivered to the Vendee, so as to support, shelter and protect all parts of the building other than the said Unit;
- (vii) nothing contained in these presents shall, however, be construed to confer upon the Vendee the rights, title or interest to grant, lease, demise or assign in the said plot upon which the said Building is constructed or in the rest of the building, except the aforesaid Unit/Flat and the proportionate, undivided, imitable rights relating thereto in the land underneath;
- (viii) all the transferees of the Vendee's interest in the said Unit/Flat hereby being sold shall always be bound by the terms and conditions of this Sale Deed and shall adhere and conform to the provisions of the Maintenance Agreement executed by the Vendee;
- (ix) furthermore, if the Vendee defaults in making payment of the amount due and payable toward maintenance charges as above for its proportionate share of the maintenance charges, to provide for

replacements in the said building, then the Maintenance agency/AOA shall, after giving Seven (7) working days notice, be entitled to lock-up/stop/ disconnect/ discontinue any or all the facilities/services to the aforesaid Unit/Flat, till such time that all the above dues are paid in full.

In addition, the Vendee will deposit the amount asked for creation and maintenance of Sinking Fund whenever it is demanded by present Maintenance Agency and thereafter by AOA. The sinking fund shall be used for incurring capital expenditure/replacement of high value utilities only.

- (x) if there is any additional levy, rate or charge of any kind attributable to the said building as a consequence of Government, Statutory or any other Local Authority(ies) orders, the same, if applicable, shall also be paid by the Vendee on pro-rata basis;
- (xi) It is expressly understood that the internal security of the said Unit/Flat and the men/materials kept therein and their safety shall be the sole responsibility of the Vendee and the Vendor/Maintenance Agency shall in no way be concerned or liable for the same.
 - a. That subject to the Vendee observing and performing the terms and covenants contained herein, the Vendee shall have the absolute right to hold, use and enjoy the said Unit/Flat hereby sold, in any manner without interruption or hindrance whatsoever from the Vendor or any person or persons claiming under, for or on its behalf.
 - b. That the terms and conditions of the Allotment letter/Agreement to Sale to the extent not specifically stated in this Deed and to the extent applicable shall continue to be binding upon the Vendee and accordingly the Vendee and its successors and occupants shall always adhere to the same, as if the same are specifically incorporated and recorded herein.
 - c. That the stamp duty, registration fee, and any other expenses of this Sale Deed, whether present or in future, as applicable on the date of registration will be borne by the Vendee.
 - d. That vendee will be responsible to pay for any taxes, fees, duty etc. applicable by any Authority/Government in future after taking possession of the Unit/Flat.
 - e. That the rights and obligations of the parties under or arising out of this deed shall be construed and enforced in accordance with the laws of the land as amended from time to time.
 - f. That except for the areas herein allotted and all common usage rights and facilities attached therewith, all rights and interest in the entire common areas and facilities in the said building namely "**PMDA**" shall continue to vest in the company unless and until the same or any other part thereof is specifically transferred in any manner to any particular apartment buyer/buyers or transferred / sold to any other person.

- g. the Unit/Flat owner/ association of the Unit/Flat owners will not be allowed for any type of encroachment/construction in the entire complex including Roads, lobbies, Roof etc.
- h. The Vendee consents that he/she/they will have to allow sweepers/maintenance staff to enter in his Unit/Flat/duct etc, for cleaning/maintenance/repairing of the pipes/leakage/seepage in his Unit/Flat or any other Unit/Flat.
- i. The vendee consents to pay for repairing any damages in the toilets/bathrooms/any other part of the other Unit/Flat caused due to his negligence or wilful act. The vendee will be responsible for any damage to any equipment in the complex e.g. lift, fire fighting equipment, motor panels, water pumps or any other item if it occurs due to his negligence or wilful act.

The Vendee shall not, in any manner whatsoever, encroach upon any of the common areas, limited common areas and facilities and independent areas **in convenient Shop, Nursery School, hospital areas & Residential areas** and shall also have no right to use the facilities and services not specifically permitted to use. The Vendee shall be liable for all legal actions and consequences arising out of all encroachments or unauthorized temporary/permanent constructions carried out by him in the Said Commercial Shop, Nursery School, Hospital or on Car Parking space(s) or on any common areas within the Building or within the Complex and such construction/encroachment shall be liable to be removed at his/her/their own cost.

The vendee hereby confirms that the declared independent areas and facilities viz commercial spaces are at the disposal of the developer/promoter and he may sell the same with or without construction wholly or in part to any purchaser and the vendee shall not raise any objection / interference in any manner in connection therewith either in person or form association. All such liquidated loss(es) /damages suffered due to wrong act of the allottees/ association will be liable to be paid by defaulting allottees/ association to the developer.

- j. The maintenance, upkeep, repairs, securities etc, of the building including common lawns of the building/complex will be organized by the Maintenance Agency/AOA with the Vendee. The vendee will sign the maintenance agreement with the vendor or its nominated company/Agency, shall pay maintenance charges which will be fixed by the vendor/maintenance agency from time to time and service tax or any other tax if imposed by the Govt, local body or any competent authority. And delay in payment will make the vendee liable for interest as per applicable law.
- k. That the vendee shall comply with and carry out and abide by all laws, byelaws, rules, regulations requisitions demand of GDA/Nagar Nigam, Ghaziabad and the vendee shall attend, answer the demands and carry out

the rules and regulations at their own cost and be responsible for all deviations, violations or breach thereof and shall also observe and perform all terms and condition contained in this deed.

1. In case of any natural calamity or any other adverse situation of any kind, or act of God, the Vendor shall be in no way responsible for all or any of the losses/Damages of any kind. The vendee of Unit/Flats shall however be entitled to their proportionate share in the land/plot.
- m. That the photographs of the said property is being produced by the Vendee and for which Vendee shall be liable and responsible in all respect and this Sale Deed is being prepared as per documents provided by the Vendor/Vendee and full awareness of the Vendee. That the Vendee, has visited his Unit/Flat and has also gone through all the clauses in this Sale Deed.
- n. That in case of any dispute in regard to any problem in respect of Unit/Flat or terms and condition of the contract, the same shall be first resolved between the parties amicably with their mutual exchange of dialogs & by coming to a mutual understanding but if the same is not resolved despite of mutual understanding, the same shall be referred to an Arbitrator duly appointed by the Chairman of the company as per the provision of Arbitration and Conciliation Act, 1996 as amended till date and the decision of the Arbitrator and or Empowered shall be final and binding on all the parties.
30. That the stamp duty is paid according to the district magistrate circle rate list code no. _____. Rain water harvesting system is operational in above said group housing Or as per rate under prevailing laws pertaining to Affordable Housing Under PMAY

Note:-

1. The map of the above said Unit/Flat has been annexed.

SCHEDELE- I

DETAILS OF PROPERTY UNDER SALE

Building : PMAY Total

Area :

Carpet Area :

Unit No :

Floor :

Unit/Flat No._____ Block-**_____**, on **Floor**, having a total area admeasuring **Sq. Ft** and **carpet area of_____ Sq. Ft.** (referred to as "UNIT/FLAT") along with undivided proportionate share in the land only

underneath the building on which the Unit/Flat is located calculated in ratio, which the Total area of the Unit/Flat bears to the total area of all the

Unit/Flats in the said building known as "**PMAY**" Block-____, for a total consideration of **Rs._____/-** which includes cost of Unit/Flat.

BOUNDARIES OF PLOT:-

EAST : _____

WEST : _____

NORTH : _____

SOUTH : _____

IN WITNESS WHEREOF, the Parties hereto have executed these presents on the day, month and year first above written.

Photo Witness-1

Photo Witness-2

WITNESS:
BY

SIGNED, SEALED AND DELIVERED

M/s _____ PVT. LTD

1.

Vendor
(Authorized Signatory)

SIGNED SEALED AND
DELIVERED BY

2.

Vendee

