

(DRAFT)

CONVEYANCE DEED

**(NOTE: THIS CONVEYANCE DEED FORM 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	:	
3. Construction/Building exists on Plot	:	
4. Measurement of Property Area	:	
5. Status of Road	:	
6. Total Consideration Value	:	
/Market Value	:	
7. Total Circle Rate	:	
8. Park Facing	:	
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-SV.K.N.-5-2756/11-2008-
500(1165)/2007, Lucknow, dated 30.06.2008 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 "Highway City-17 Satya Kunj", in the revenue estate of Village
Shahpur Badauli, Paragna and Tehsil Baraut, District Baghpat, Uttar Pradesh -
250611 and bounded by:

East--
West--
North--
South--

CONVEYANCE DEED

THIS CONVEYANCE DEED (the "Deed") is made and executed on this
_____ day of, 20_____
_____ at Baghpat, Uttar Pradesh.

BY

M/s ABV BUILDTECH LLP (CIN no. AAG-4153) an LLP incorporated and registered under
the provisions of the Limited Liability Partnership Act, 2008, having its Registered Office at
168/20, Moh. Arjun Puram, Baraut, Baghpat, Uttar Pradesh - 250611 (hereinafter referred to
as the "Vendor") represented by its authorized signatory (Aadhar No.
.....) 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 _____

HUF)Mr.....

 HUFof..... address
 at.....ThroughitsKart
 aShri.....(hereinafterreferredtoasthe“**PURCHASER(S)/VENDEE(**
S)”whichexpressionshallunlessrepugnanttothecontextormeaning thereof, be deemed to include
 him and each of the members constituting the HUF, theirrespective heirs, executors shall unless
 repugnant to the context or meaning thereof, be deemed
 toitsuccessors,liquidatorsandassigns),partyoftheOtherPart.TheFirm/Company/HUF/Society/and
 Allottee shall hereinafter be collectively referred to as
 ‘Parties’andindividuallyas'party'.Theuseofsingularexpressionshallalsoincludepluralexpressionsan
 dmasculineincludesthefaminegender whereverthecontext ofthisAgreementsodemands.

WHEREAS:

1. The vendor has acquired and purchased a piece of land area ad-measuring 20428.80 Sq.Mts.(24432.64 Sq.Yds.) in Khasra number 178 Mi & 179, situated in the revenue estate of Village Shahpur Badauli, Paragna and Tehsil Baraut, District Baghpat, Uttar Pradesh - 250611, by virtue of registered Sale Deeds being document Nos.....dated.....in book No.1, Volume No..... at pages..... and document No..... dated..... in book No.1, Volume No..... at pages..... duly registered in the office of Sub-Registrar, Baraut, Baghpat, Uttar Pradesh.
2. Thereafter, the vendor has submitted, a scheme of plotted development comprises of plots and commercial space to Baghpat Baraut Khekra Development Authority, Uttar Pradesh on the land total area ad measuring 20428.80 Sq.Mts.(24432.64 Sq.Yds.), which has subsequently been approved by the Baghpat Baraut Khekra Development Authority vide Letter No. 44/BARAUT/2021-22 Dated 05-08-2022 for the development of residential plotted colony along with the commercial space, in terms of the approved plan by the Baghpat Baraut Khekra Development Authority.
3. In terms of all approvals and permissions as accorded to the vendor by Uttar Pradesh Government, the vendor developed the project land by constructing thereon a Plotted colony along with the commercial space, which is more particularly known as **“Highway City-17 Satya Kunj”** (hereinafter known as the ‘Project’), which has been approved by RERA, U.P vide registration No.....on.....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 the Baghpat Baraut Khekra Development Authority vide its letter No.....dated.....
4. The vendor, upon partial completion of construction of Said project/colony, an application was submitted by the Vendor to Baghpat Baraut Khekra Development Authority for grant of completion/ occupation certificate and the Baghpat Baraut Khekra Development Authority vide its letter No..... dated..... 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 Vendor has developed the said Project under the name and style of “Highway City-17 Satya Kunj” on the Project Land and allotted the Demised Plots of different sizes and dimensions to the prospective Purchaser(s).
6. The Vendee(s) after inspecting, checking and verifying all the ownership records, titled 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..... area ad measuring..... Sq.Mtrs.(Approx..... Sq. Yds.) in Khasra number 178 Mi & 179, situated in the revenue estate of Village Shahpur Badauli, Paragna and Tehsil Baraut, District Baghpat, Uttar Pradesh - 250611.
7. Thereafter the vendor allotted the demised plot to the Vendee(s) and thereafter the vendor issued an Allotment Letter dated..... in favour of the vendee in respect of the allotted plot, which was duly accepted by the vendee (hereinafter referred to as the

“Allotment

Letter”)wherebythesaidVendorhadupontherequestoftheVendee(s)agreedtosellandtransferoft
heDemisedPlotbearingNo.....areaad-measuring.....SquareMeters
(Approx.....SquareYards),at“Highway City-17 Satya
Kunj”,situatedintherevenueestateofVillageVillage Shahpur Badauli, Paragna and Tehsil
Baraut, District Baghpat, Uttar Pradesh -
250611,hereinbeforedescribedtotheVendee(s)forconsiderationamountingtoRs. ____/-
aspertheterms &conditionsstipulatedin theApplication Form andtheAllotmentLetter.

8. TheVendee(s),afterhavingsatisfiedwiththeclearandmarketabletitleheldbytheVendorandthecal
culationofsaleableareaoftheDemisedPlot,have paid the
entiresaleconsiderationofRs...../(Rupees.....
.....only), towards the purchase of the DemisedPlotaspertheagreed
termsofpayment.TheVendordoesherebyacceptandacknowledgesthereceipt of the saidamount
in consideration thereof this Deed with respect to the Demised Plot. The
vendeeadmits thatthepaymentmadehereunder,ifresidentwithinoroutsideIndia,isincomplianceo
fthenecessaryformalitiesaslaiddownin Foreign Exchange Act, 1999,Reserve Bank of India
Act and Rules and Regulations made there under or any
statutoryamendment(s)modifications(s)madethereof and all other applicable laws. The
vendoraccepts noresponsibilityin this regard and the vendee shall keep the
vendorindemnifiedandharmlessinthisregard.ThisDeedisexecutedinfavoroftheVendee(s)insati
sfactionoftheabove.
9. The Vendor is well and sufficiently entitled to sell the Demised Plot and no one
exceptthe Vendor has any interest, right, title or claim of any kind in the Demised Plot
and theDemised Plot is free from all encumbrances and the Vendor holds
unimpeachable andmarketable title and power to convey, transfer, alienate and sell the
Demised Plot.Accordingly, this Deed is executed by theVendor to transferand
conveyabsolute titlealong with peaceful vacant physical possession in respect of the
Demised Plot in favoroftheVendee(s).
10. The Vendee(S)beingfullysatisfiedwiththeclearandmarketable title had by theVendor and
made full and final payment of the sale consideration in respect of theDemised Plot
which is the subject matter of this Deed to the Vendor. The
Vendee(s)has/havealsosatisfiedhimself/herself/itself/themselvesaboutthecalculatio
ofde
marcatedareaoftheDemisedPlotandacceptthesamewithoutanyobjections/protests.Accord
ingly, Vendee(s) has/have paid the entire sale considerationinthisrespectthereof.

AND WHEREAS the expression ‘vendee(s)’ shall mean and denote a single Vendee
ormore than one Vendee as hereinbefore mentioned. The use of
singularexpressionsshallalsoincludepluralexpressionswhereverthecontextofthisDeedsofde
mands.

**NOW, THEREFORE, THIS DEED OF ABSOLUTE CONVEYANCE
WITNESSETHASUNDER:**

1. ThathavingreceivedfromtheVendee(s)theconsiderationofRs./-

(Rupees.....only),thereceiptwhereoftheVendorherebyacknowledges andadmits towards full and final consideration, the Vendor does herebysell, assures, conveys, transfers, assigns and grants by way of this Deed completelyallits rights, title and interests in the Demised Plot as described in details in the ScheduleofPropertytogetherwithundividedandindivisible proportionaterightsintheunderneathareaof Sq.Meters(.....Sq.Yards.)asconstructedontheareaof theland,overwhichthesaidDemisedPlothasbeen constructed,alongwithconsequentialrightsofpossession,easements, privileges,appurtenancesandrighttouse common areas and facilities such as circulation area, passages, roars, lawns etc.and other easements appurtenant thereto unto the Vendee(s) to possess and to enjoythe Demised Plot and all it's right, title and interest, TO HAVE AND TO HOLD thesameabsolutelyandforeverfreefromall encumbrances,charges,liens,claimsanddemandswhatsoever.The said DemisedPlotisshownwithredcolorintheLayoutPlan attachedherewithandmarkedasAnnexure–A.

2. That the Vendee(s) has paid to the Vendor and Vendor has received the full payment oftotsaleconsiderationofRs...../-(Rs..... only)fromVendee(s)againsttheDemisedPlot.ThatttheVendoristhelawfulowneroftheDemised Plotandisfullycompetentandentitledto execute and get registered thisDeed in favorof theVendee(s)and to conferaclear and marketable title in respectthereof in favorofthe Vendee(s).The title oftheVendorisfreefromalltypesofencumbrances,charges,liens,acquisitionproceedings,taxes, restraint orders,recovery attachment, etc. and no litigation whatsoever is pending in respect of the SaidDemisedPlotbeforeanyCourtorAuthority.
3. That the Vendee(s) agree(s) that terms and conditions as prescribed by the Vendor and theGovernment of Uttar Pradesh and theothertermsand conditionsas/willbeapplicableontheDemisedPlotallottedtotheVendee(s).
4. ThattheVendoronthisdayhasdeliveredactual,physicalandvacantpossessionoftheDemise dPlottotheVendee(s),absolutelyandforeverandthesameisacknowledged by the Vendee(s). The Vendor has completed all development works inthisDemised Plot to fulfill their responsibilityas pertheapproved plan. Prior totakingpossessionoftheDemisedPlot,theVendee(s)hascheckedandinspectedallthe development works carried out by the Vendor and fully satisfied with the same.Once the Vendee(s) accepts the possession of the Demised Plot, no complaint of anykind whatsoever shall be entertained by the Vendor with respect to Demised Plot. TheVendor has further assuredto the Vendee(s)that it shall be lawful for the Vendee(s)foralltimestoenterinto,tooccupyandenjoyownership&possessionof theDemised Plot without any letting,hindrance, interruption, disturbances, claims ordemands from the Vendor or any person claiming under or through the Vendor butsubject to terms, conditions, stipulations and restrictions contained in this Deed aswellastheallotmentletterexecuted withthe Vendoranddescribedhereinbefore.
5. ThattheVendee(s)fromthedateofpossessionofthisDemisedPlotshallbeliableto

pay the house tax, property tax, water tax and sewerage tax and such other taxes or any other future tax or any other fees, cess or taxes of all and any kind by whatever name 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 Vendee(s) irrespective of the fact whether the maintenance is carried out by the Vendor or its nominees whether levied retrospectively or prospectively.

6. That, the Vendee(s) shall be bound to start construction of the house on the 'Demised Plot' allotted to the Vendee(s), 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 Vendor/Competent Authority may decide from time to time) from the date of possession, failing which the Vendee(s) shall be liable to pay such penalty and/or may suffer any other consequences as may be decided by the Vendor/Competent Authority from time to time. Also, it is mutually agreed between Vendor and the Vendee(s) that the Vendee(s) 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 Vendee(s) hereby specifically agrees with the Vendor that the conveyance of the 'Demised Plot' in favor of the Vendee(s) shall be subject to strict compliance of all the conditions/regulations and bye-laws of the Baghpat Baraut Khakra Development Authority 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 / Baghpat Baraut Khakra Development Authority or any other Competent Local Authority for occupation and use of the 'Demised Plot'. If the delay is caused by the Vendee(s) in completing the construction within the period of 5 years and thus leading to imposition of penalty by Baghpat Baraut Khakra Development Authority 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 Vendor with Govt. of U.P. or any other Competent Authority, then the Vendor 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 Vendee(s) 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 Vendor 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 vendee shall take the necessary No Objections from the vendor.
8. That the Vendor doth hereby covenants with the Vendee(s) that all dues, demands, taxes, charges, duties and liabilities, have been cleared up to the present date of execution of this Deed and the Vendee(s) undertakes that hereinafter and in future the Vendee(s) 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.

9. That the Vendee(s) gives its consent to enter into a separate Maintenance Agreement with the Vendor or its nominated Maintenance Agency as and when demanded by the Vendor or its nominated Agency and the Vendee(s) agrees to abide by all the terms and conditions as laid down in the said Maintenance Agreement. The decision of the Vendor or the Maintenance Agency in respect of cost of maintenance will be final and binding on the Vendee(s). The Vendee(s) undertakes to pay promptly without any reminders all bills and charges as may be raised by the Maintenance Agency from time to time. The Vendee(s) hereby assures the Vendor that the Vendee(s) shall not withhold, refuse or delay the payment of maintenance bills raised by the Maintenance Agency for any reason whatsoever.
10. That the Vendee(s) 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 Vendee(s) or any other person claiming through him/her/they 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 Vendee(s) 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 vendee further permits the Nominated Maintenance Agency manager to enter, without any obstacle, the common areas as and when required.
11. The Vendee(s) further acknowledges that the Vendor shall be carrying out extensive development/construction activities for many years in future in the entire area falling within/outside the "Highway City-17 Satya Kunj" Project in which the 'Said Demised Plot' is located and the Vendee(s) agrees not to raise any objections or make any claims or default in any payments as demanded by the Vendor on account of inconvenience, if any, which may be suffered by the Vendee(s) due to such development/construction activities.
12. It is further agreed by the Vendee(s) that the Vendor 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 Vendor may deem fit.
13. That it is further agreed that the Vendee(s) shall not put up any publicity or advertisement material or any signage depicting commercial activity on the Demised Plot or House constructed thereat and maintain the aesthetics of the locality, nor shall cover or block common areas around the Demised Plot. The Vendee(s) shall abide by

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

14. That the Vendee(s) 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 Vendee(s) shall also undertake to remain bound by all the terms and conditions stipulated in the said Agreement, Maintenance Agreement, Indemnity Bonds, Undertakings executed by the Vendee(s) with the Vendor at any time before execution of this Conveyance Deed. The Vendee(s) undertake to indemnify the Vendor in respect of any such liability or penalty imposed in respect of the Demised Plot being sold by way of this Deed.
15. That the Vendee(s) shall permit the Vendor/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 serviced drains, pipes, cables, water courses, gutters, structures of other convenience which the Vendor/nominated Maintenance Agency is liable to maintain as per the terms of the Maintenance Agreement.
16. The Vendee(s) 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 Vendee(s) hereby indemnifies the Vendor against any penal action, damages or loss due to misuse for which the Vendee(s) shall be solely responsible.
17. The cost of stamp duty, registration charges and other incidental charges and expenses is borne by the Vendee(s). 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 Vendee(s) exclusively.
18. That the Vendee(s) 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 Vendee(s) agrees that the Vendor or the nominated Maintenance Agency shall have the first charge/lien on the Demised Plot for the recovery of all its dues. However, the Vendee(s) shall be subject to the terms and conditions in the present Deed, said Agreement and byelaws 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 Vendee(s) shall be obligated to inform and obtain a mandatory No Objection Certificate (NOC) from the Vendor 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 vendor shall have the right to refuse to record the transfer on its records.

19. That the Vendee(s) shall raise construction on the Demised Plot strictly in accordance with bye-laws and as per the plan approved by the Baghpat Baraut Khekra Development Authority 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 Vendor 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 Vendee(s), the Vendee(s) shall have no claim or right to seek any compensation for such acts or omissions from the Vendor and shall be liable to pay/make good the cost/penalty incurred by the Vendor.
20. That terms and conditions of the said Agreement executed between the Vendee(s)/Predecessor-in-interest of Vendee(s) and the Vendor 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.
21. That in case any provision of this Deed is determined to be void or unenforceable under any applicable law, such provisions shall be deemed to be amended or deleted in so far as same is inconsistent with statute and the remaining provisions of this Deed shall remain valid, enforceable and binding on the Parties.
22. That the Vendee(s) 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/vendee(s) of the Said Demised Plot. The Vendee(s) 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 Vendor. The Vendee(s) also confirm that they have clearly understood each and every clause/covenant of the Conveyance Deed and its/their legal implication thereon and have also clearly understood his / her / their obligations and liabilities and the Vendor's obligations and limitations as set forth in the Conveyance Deed. The Vendee(s) further undertake not to 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 Vendee(s) shall not keep any hazardous, explosive, inflammable chemicals/materials etc., which violate the bye-laws applicable to the Demised Plot. The Vendee(s) shall keep indemnified the Vendor 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 Vendee(s) shall be solely responsible.

NOTE:

PaymentSchedule:

Rs._____has been received by the Vendor in advance from theVendee through cheque/draft/online transfer. The Vendor did not receive morethan Rs.20,000/- incashfromtheVendee.

TotalconsiderationofRs._____hasbeenreceivedbytheVendor.

INWITNESSESWHEREOF,thePartieshaveexecutedthisConveyanceDeedontheplace,day,month andyearfirstabovewritteninthepresenceofthefollowingwitnesses:

SIGNED,EXECUTED&DELIVERED

Vendee(s)Vendor

(.....
)

AuthorizedSignatoryForandOnBehalfofM/s.
ABV BUILDTECH LLP

WITNESSES:

1.

2.