

CONVEYANCE DEED

This Conveyance Deed ("Deed") is made and executed on this ____ day of _____, at Ghaziabad, Uttar Pradesh.

BY

SGS CONSTRUCTION & DEVELOPERS PRIVATE LIMITED, (CIN No. U40101DL2001PTC112938), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at R-10, Green Park Main, New Delhi - 110016 through its authorized Signatory_____, authorized vide Board Resolution dated, hereinafter referred to as the "**Vendor**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assigns).

IN FAVOUR OF

Mr./Mrs. _____, Son/Wife/Daughter _____ of _____, aged about ____ years, PAN: _____, residing at _____ (hereinafter referred to as the "**Allottee**", which expression shall, unless repugnant to the context or meaning thereof, include his/her heirs, executors, administrators, successors-in-interest and permitted assigns), of the **Second Part** (hereinafter referred to as the "**Vendee**").

(The **Vendor** and **Vendee** are hereinafter collectively referred to as the "**Parties**", and individually as a "**Party**".)

WHEREAS:

- A. The Vendor is the absolute and lawful owner of contiguous land parcels admeasuring 25.378 (Twenty-Five point Three Seven Eight) hectares or ~62.71 (Sixty-Two point Seven One) acres situated at Villages Akbarpur Behrampur, Mirzapur & Shahbad alias Mitthepur, Ghaziabad, Uttar Pradesh ("Larger Land"). The Vendor has rights to plan, develop, and market an integrated township on the Larger Land, comprising, inter alia, Premium Residential Apartments, EWS Blocks, Schools, Retail Block/Buildings, and other buildings and facilities for public purposes.
- B. Within the Larger Land, the Vendor has undertaken a group housing project named City-2 on a land parcel measuring 10.9247 Hectares or 26.99 Acres. In accordance with the approved Building Plans and other sanctions/permissions obtained from the concerned authorities, the Vendor has constructed a residential component titled **EWS City-2**, comprising, inter alia, 1,493 (One Thousand Four Hundred Ninety-Three) residential units distributed across three (3) towers, each consisting of stilt plus 19 (nineteen) floors ("Project"). This development has been carried out under

the **Pradhan Mantri Awas Yojana (PMAY) – 2016** over a land parcel measuring admeasuring 1.7589 Hectares or ~4.3463 Acres comprised in Khasra Nos. 44M (0.448 Ha), 45 (0.177 Ha), of Village Shahbad alias Mitthepur, and Khasra Nos. 123 (0.139 Ha), 124 (0.228 Ha), 125 (0.355 Ha), 126 (0.352 Ha), and 129 (0.0592 Ha), of Village Mirzapur, Tehsil & District Ghaziabad (U.P.) (hereinafter referred to as the "Land"), which forms an integral part of the "EWS City-2" (PMAY).

- C. The Vendor is fully competent, authorized and has all the necessary approvals, consents, and permissions to sell all the residential apartments in the said project under PMAY.
- D. The Vendee demanded from the Vendor an opportunity to inspect all ownership records of the Said Land, the license, and various approvals granted by the Ghaziabad Development Authority and other statutory authorities, the Layout Plan and Building Plans (including modifications made during completion of the project), and all documents relating to the title and authority of the Vendor to construct, market, sell, and convey the apartments in the project.
- E. The Vendee has fully satisfied itself in all respects regarding the title, rights, interest, and authority of the Vendor in the Said Land and has completed due diligence to its entire satisfaction.
- F. The Vendee acknowledges that the Vendor has provided all required information and clarifications, but the Vendee has ultimately relied upon its own independent investigations and judgment in deciding to purchase the Apartment (as defined hereinbelow). Except as specifically represented herein, the decision to purchase the apartment has not been influenced by any sales brochure, advertisement, architectural plan, verbal or written representation, or warranties whatsoever made by the Vendor or its selling agents/brokers.
- G. Vide Allotment letter dated _____ the Vendee was allotted by the Promoter, **an Apartment No. _____ on Floor No._____ , Tower No. _____ in EWS City-2 (PMAY), Village Shahbad alias Mitthepur and Mirzapur District Ghaziabad, Uttar Pradesh, having a carpet Area of _____ sq. meters (____ sq. ft.).**
- H. **AND WHEREAS**, the construction of mentioned above is now complete, and the Vendee has paid the entire sale consideration and requested the Vendor to execute the Conveyance Deed in its favour.

NOW THIS DEED WITNESSETH AS UNDER:

1. Conveyance of Apartment

In consideration of the receipt of a sum of ₹ _____/- (Rupees _____ only) paid by the Vendee to the Vendor towards the total sale consideration of the Apartment, the Vendor hereby grants, conveys, transfers, assigns, and assures unto the Vendee, by way of sale of the **Apartment No. _____ on Floor No. _____, Tower No. _____ in EWS City-2 (PMAY), Village Shahbad alias Mitthepur and Mirzapur District Ghaziabad, Uttar Pradesh, having a carpet Area of _____ sq. meters (_____ sq. ft.)** (hereinafter collectively referred to as the "**Said Apartment**"), more particularly described in the **Schedule** annexed hereto, together with all rights, ways, paths, passages, liberties, easements, and benefits attached thereto, and **subject to** adherence to the terms and conditions stated herein as well as those contained in the **Declaration** (if applicable).

2. Title & Possession

The Vendor assures the Vendee that the Said Apartment is free from all encumbrances, such as sale, gift, mortgage, lien, disputes, attachments, claims, and legal impediments of any nature, and that there is no restraint or bar, legal or otherwise, for the transfer of the Said Apartment in favour of the Vendee.

The Vendee has already taken possession of the Said Apartment after having inspected the same and being fully satisfied with the quality of work, workmanship, materials used, specifications, fittings and fixtures provided, and other services rendered or to be rendered. The Vendee confirms that it shall not raise any claim or objection against the Vendor regarding the same, and any such claim, if raised, shall be deemed to have been waived.

3. Maintenance and Common Areas

The Vendee acknowledges that in compliance with the directions of the Ghaziabad Development Authority, the maintenance of EWS City-2 (PMAY) shall be undertaken by the EWS City-2 Owners Welfare Association (hereinafter "RWA"), constituted under the provisions of the Uttar Pradesh Apartment (Promotion of Construction, Ownership, and Maintenance) Act, 2010. or applicable law ("Apartment Act").

The Vendee shall have only a joint and non-exclusive right to use the Common Areas and Common Services and Facilities, subject to timely payment of maintenance charges or user charges as the case may be, as may be levied from time to time.

4. Charges and Levies

The Vendee agrees and undertakes to pay any balance/enhanced/revised charges for External Development Charges (EDC), Internal Development Charges (IDC), or any other charges, as may be levied retrospectively by the government or

statutory authorities, even after the execution of this Deed, its pro-rata share of municipal taxes, property taxes, GST, labour cess, infrastructure charges, and any such third-party/statutory levies as may be imposed now or in the future. All charges shall be payable either directly to the concerned authority or through the RWA, as applicable.

5. Limited Parking Rights

The Vendee understands and agrees that no exclusive parking space has been allotted with the Said Apartment. Parking, if any, shall be permitted only in the designated EWS parking areas on a first-come-first-serve basis or as regulated by the Residents' Welfare Association (RWA). The Vendee shall not claim parking in areas allocated for non-EWS units or commercial blocks.

6. Vendor's Right to Further Construction

The Vendor reserves the absolute right to carry out additional construction in EWS City-2 (PMAY) as permitted by the applicable authorities. The Vendee shall not raise any objection to Construction of additional floors/towers/structures, Modification of unsold units or areas and Use of common utilities for new connections (electricity, water, drainage, etc.).

7. Infrastructure and Government Facilities

The Vendee agrees that any deficiency in external infrastructure or civic facilities provided by the government/statutory authorities is beyond the control of the Vendor, and the Vendee shall not claim compensation or raise disputes against the Vendor in this regard.

8. Restrictions on Use and Structural Alteration

The Vendee agrees and undertakes not to use the Said Apartment for non-residential purposes or activities causing nuisance, not to cover or construct over the balconies, which must remain open, not to alter or remodel the external façade or structure without written consent of the RWA/Vendor and not to make changes to the internal layout or structure without prior written permission. Any violation of these shall entitle the Vendor or RWA to reverse such changes at the cost of the Vendee.

9. No Rights or Claims in Remaining Development

The Vendee expressly understands, agrees, and undertakes that the Said Apartment is situated within a designated portion of land specifically earmarked for Economically Weaker Section (EWS) housing under the Pradhan Mantri Awas Yojana (PMAY) Scheme. The conveyance being executed under this Deed is restricted solely to the Said Apartment and the proportionate undivided share in the land corresponding to the EWS portion of the project, as approved by the Ghaziabad Development Authority and other competent authorities.

It is further clarified that the Vendor has undertaken further development on the remaining parts of the Larger Land, which may include premium residential towers, commercial buildings, retail areas, institutional spaces, recreational amenities, clubhouses, or any other structure or facility as permitted under the applicable laws, approvals, and development plans (collectively, the "Remaining Development"). The Vendee shall have no right, title, claim, interest, or lien, whether legal, equitable, possessory, or otherwise, in or over any portion of such Remaining Development. The Vendee acknowledges and agrees that:

- a) The Vendee shall not raise any objection to the construction, planning, modification, reconfiguration, or marketing of any part of the Remaining Development undertaken by the Vendor including but not limited to grant of exclusive access, rights of use, easements, or title to other allottees;
- b) The Vendee shall not demand any common area facility, infrastructure, services, or benefit falling outside the EWS development area and shall not obstruct or impede the access or construction of the Remaining Development in any manner;
- c) The rights, interests, and entitlements of the Vendee under this Deed are restricted to the Said Apartment and such defined common areas and services as are specifically allotted or earmarked for EWS residents in accordance with the approved layout plan and building plans sanctioned by Ghaziabad Development Authority.
- e) Any act, demand, or attempt by the Vendee to assert any contrary right or entitlement in relation to the Remaining Development shall be treated as a material breach of the obligations under this Deed and shall be liable to be injunctioned or reversed by appropriate legal action at the cost and risk of the Vendee.

10. Restricted Ingress and Egress Rights

The Vendee expressly understands, agrees, and undertakes that ingress to and egress from the Said Apartment shall be made **only through the specific access road(s)** and designated circulation areas earmarked for the EWS residential blocks, as shown in the approved Layout Plan and sanctioned Building Plans pertaining to the "EWS City-2 (PMAY)" component of the Project. These access routes have been approved by the Ghaziabad Development Authority (GDA) and form part of the development plan submitted for the EWS category under the Pradhan Mantri Awas Yojana (PMAY) Scheme. It is further clarified that:

- a) The said EWS access road(s) are provided for the use and convenience of EWS allottees and are sufficient and compliant with the relevant building bye-laws, fire safety norms, and development regulations.
- b) The Vendee shall have no right, entitlement, or liberty to use any internal roads, driveways, entry/exit points, or passageways constructed or reserved for the remaining development on the Larger Land, which may comprise general housing

units, premium residential towers, commercial complexes, clubhouses, retail zones, or institutional plots, or any other use approved by the competent authority.

c) The Vendee shall not claim right of way, easement, or any form of passage over such non-EWS areas or common facilities developed therein, including but not limited to landscaped boulevards, basement access ramps, or gated entries meant exclusively for other categories of occupants.

d) In the event of any unauthorized attempt by the Vendee or their invitees, family members, tenants, guests, delivery personnel, or agents to use restricted roads or access points meant for non-EWS developments, the Vendor, or the Residents' Welfare Association (RWA) of such other developments shall be entitled to restrict or deny such access and may take necessary action, including physical restriction, issuance of notices, or reporting the matter to appropriate authorities.

e) The Vendee also agrees not to obstruct or interfere with the ingress or egress routes designated for other categories of allottees and accepts that all traffic, pedestrian and vehicular movement shall be governed by the traffic circulation plan as approved by GDA or concerned authority.

This restriction forms an essential part of the conveyance terms under the PMAY scheme and has been taken into account while determining the planning norms, density norms, open space distribution, and cost structure of the EWS Apartment. Any breach or violation of this condition shall amount to a material default under the terms of this Deed and may render the Vendee liable to action under applicable laws, including recovery of damages or withdrawal of benefits granted under the PMAY scheme.

11. Compliance with Laws

The Vendee undertakes to abide by all applicable building bye-laws, zoning regulations, and statutory conditions imposed by the License or government authorities and provisions of the Apartment Ownership Act and rules framed thereunder. The Vendee shall not claim partition of land or Common Areas, which shall always remain undivided and impenetrable.

12. Membership of RWA

The Vendee agrees and undertakes to become a member of the EWS City-2 (PMAY) RWA and to execute all necessary documents and fulfill obligations under the Apartment Act when called upon to do so. In the event of future redevelopment of the Said Land, the Vendor shall be granted a right of first refusal to undertake such redevelopment. This clause shall survive the conveyance.

13. Compliance with PMAY Guidelines

The Vendee acknowledges and undertakes that the Said Apartment has been allotted and conveyed under the Pradhan Mantri Awas Yojana (PMAY) – Housing for All (Urban) Scheme, in accordance with applicable eligibility criteria, income

norms, and other conditions prescribed by the Ministry of Housing and Urban Affairs (MoHUA), Government of India and the State Government. The Vendee further undertakes that he/she has not availed any prior benefit under the PMAY scheme in any other state or union territory.

14. Restriction on Transfer

The Vendee shall not transfer, sell, gift, lease, or otherwise alienate or encumber the Said Apartment for a minimum lock-in period of five (5) years from the date of registration of this Conveyance Deed, or as prescribed under the PMAY guidelines or by the Ghaziabad Development Authority, whichever is later, unless specific permission is granted by the competent authority. Any such transfer in violation shall be null and void and may attract cancellation of allotment or other legal consequences.

15. Subsidy Disclaimer

The Vendee is aware that the unit has been offered under the Credit Linked Subsidy Scheme (CLSS) or other PMAY components. If eligible, the Vendee may avail the benefit of such subsidy directly from the concerned bank or financial institution. The Vendor shall have no responsibility for the processing, approval, disbursement, or denial of such subsidy and no claims shall be made against them in this regard.

16. No Additional Construction or Commercial Use

The Vendee agrees that, being an EWS unit constructed under the PMAY Scheme, the Said Apartment is subject to usage restrictions. The Vendee shall not make any unauthorized construction, extension, amalgamation with adjoining units, or change of use from residential to commercial or industrial. Any such act shall be treated as a violation of the scheme conditions and shall render the Vendee liable to action by the competent authority.

17. Declaration of Single Beneficiary

The Vendee declares and affirms that he/she or any member of his/her family (as defined under the PMAY Guidelines) does not own a pucca house either in his/her name or in the name of any family member in any part of India. The Vendee undertakes to notify the Vendor and/or concerned authority in case such ownership comes to light and agrees to abide by the consequences arising therefrom, including cancellation or recovery of benefits.

18. Taxes and Dues

The Vendee confirms that it shall bear and pay all taxes, including but not limited to Stamp duty, Registration Fees, GST, Labour Cess, Building Tax, Education Cess, Municipal/Property Tax, etc., now or in future, as applicable to the Said Apartment or Said Land. Any deficiency in stamp duty determined by the Sub-Registrar or Authority, along with interest or penalty, shall be the exclusive liability of the Vendee.

19. Binding Effect and Incorporation

The terms and conditions of the Apartment Buyer's Agreement which attach to the Said Apartment shall survive and be deemed to be incorporated into this Deed. The Vendee shall remain bound by all obligations mentioned therein.

20. Governing Law

This Deed shall be governed by and construed in accordance with the laws, rules, regulations, and notifications in force and as applicable within the territorial jurisdiction of the State of Uttar Pradesh. The rights and obligations of the Parties under this Deed shall be subject to such prevailing legal and regulatory framework, as may be amended from time to time.

All disputes, if any, arising out of or in connection with this Deed shall be subject to the exclusive jurisdiction of the competent courts in Uttar Pradesh.

SCHEDULE OF THE SAID APARTMENT

All that piece and parcel of Apartment No. _____, Floor _____, Tower _____, having Super Area of _____ sq. meters (_____ sq. ft.), along with Parking Space No. _____, in the EWS City-2 (PMAY), Village Shahbad alias Mithepur and Mirzapur District Ghaziabad, Uttar Pradesh,.

Boundaries of Apartment:

- North: _____
- South: _____
- East: _____
- West: _____

IN WITNESS WHEREOF, the Parties have set and subscribed their respective hands to this Deed on the day, month, and year first above written.

For Vendor SGS Construction & Developers Private Ltd.
--

Authorized Signatory

For Vendee(s)

WITNESS No. 1	WITNESS No. 2
Name:	Name:
Address:	Address: