

## **SCHEDULE OF PROPERTY**

1. Nature of Property:
2. Details of Property:
3. Construction/Building exists on Plot:
4. Measurement of Property Area:
5. Status of Road: 9 Meter Wide Road
6. Total Consideration Value  
/Market Value: Rs ...../-
7. Total Circle Rate: Rs ..... /- Per Square Meter
8. Two Side Open/Corner: Yes/No
9. Total Value as per Circle Rate: Rs ..... /-
10. Stamp Duty Paid: Rs ..... /-

**Stamp Duty is paid as per the Notification vide Order ..... by the Uttar Pradesh Government Institution Finance, Tax & Registration .....**

### **DESCRIPTION OF PROPERTY**

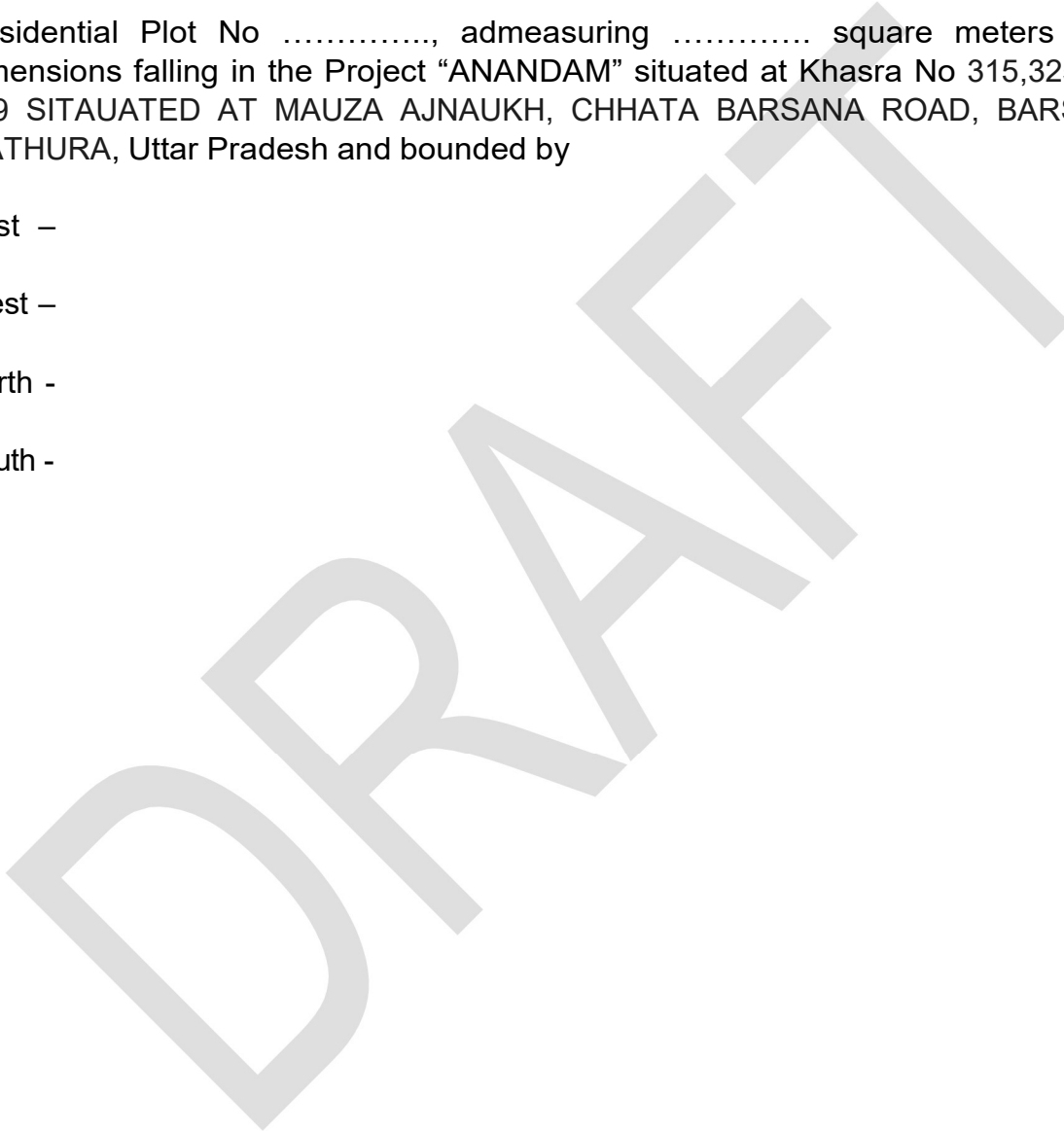
Residential Plot No ....., admeasuring ..... square meters having dimensions falling in the Project "ANANDAM" situated at Khasra No 315,325,327 & 329 SITAuated AT MAUZA AJNAUKH, CHHATA BARSANA ROAD, BARSANA , MATHURA, Uttar Pradesh and bounded by

East –

West –

North -

South -



# CONVEYANCE DEED

**THIS CONVEYANCE DEED** (the “**Deed**”) is made and executed on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at Hapur, Uttar Pradesh

**BY**

**KADAMSHREE DEVELOPERS INDIA LLP** (LLP registration no **AAP-5649**), a limited liability partnership incorporated under provisions of Limited Liability Partnership Act, 2008 **having** its Office

..... represented by its authorized signatory **Mr.**

\_\_\_\_\_, (hereinafter referred to as the “**Seller/Vendor**” 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).

**PAN-AAUFG9343C**

**TO AND IN FAVOUR OF**

**Mr.**..... **S/o Mr.** .....  
**R/o** .....  
**Ph. No.**....., **PAN-**.....

**&**

**Mr.**..... **S/o, W/o** .....  
**R/o** .....  
**Ph. No.**....., **PAN-**.....

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

**WHEREAS** the said land parcels are earmarked for the purpose of development of a plotted lay out scheme and construction of houses/units on the individual plots by the individual plot owners “**Vendee(s)**”, as per existing building bye laws, housing policies and various improvements and amendments thereof, comprising of Comprising of ..... nos. Plots and the said project shall be known as “**ANANDAM**”.

**AND WHEREAS** The **JILA PANCHAYAT, MATHURA** had granted the approval of the plotted lay out scheme vide Permit No. .... dated ..... under file no. ...., in area ..... Sq. Meters. Comprising of ..... nos. Plots.

**AND WHEREAS** the Vendor has developed the said Project under the name and style of “ANANDAM” on the Project Land and allotted the plots of different sizes to the prospective Purchaser(s) “Vendee(s)”.

**AND WHEREAS** the Vendee(s) after inspecting, checking and verifying all the ownership records, title documents, approvals/licenses, sanctions, plans pertaining to Project Land and after having completely satisfied himself/herself/themselves with the same had booked a Plot No. ...., admeasuring ..... Square Meters (Approx.....Square Yards) falling in “ANANDAM”, Khasra No No 315,325,327 & 329 SITAuated AT MAUZA AJNAUKH, CHHATA BARSANA ROAD, BARSANA , MATHURA, Uttar Pradesh. (Hereinafter referred to as “Said Plot”).

**AND WHEREAS** subsequently the Said Plot was allotted by the Vendor to the Vendee(s) and thereafter the Parties had also entered into an Agreement for sale whereby the said Vendor had upon the request of the Vendee(s) agreed to sell the said Plot bearing No.....,admeasuring .....Square Meters, in “ANANDAM”, hereinbefore described to the Vendee(s) for consideration amounting to Rs ...../-as per the terms & conditions stipulated in the Application Form and the Agreement for Sale.

**AND WHEREAS**, the Vendee(s) have paid the entire sale consideration of Rs. ..../- inclusive of the TDS deposited for the amount of Rs..... by serial challan number ..... dated ..... with BSR code .....towards the purchase of the Said Plot as per the agreed terms of payment and nothing remains due, except whatever has been specifically made payable as per the terms stipulated hereinafter. The Vendor does hereby accept and acknowledge the receipt of the said amount and in consideration thereof this Conveyance Deed with respect to Said Plot is executed in favour of the Vendee(s).

**AND WHEREAS** the Vendor is well and sufficiently entitled to sell the Said Plot and no one besides the Vendor has any interest, right, title or claim of any kind in the Said Plot and the Said Plot is free from all encumbrances and the Vendor holds unimpeachable and marketable title and power to convey, transfer, alienate and sell the Said Plot. Accordingly, this Conveyance Deed is executed by the Vendor to transfer and convey absolute title in respect of the Said Plot in favour of the Vendee(s).

**AND WHEREAS** Vendee(S) being fully satisfied with the clear and marketable title held by the Vendor made full payment of the sale consideration of the Plot subject matter of this Deed to the Vendor. The Vendee(s) has/have also satisfied himself/herself/itself/themselves about the calculation of demarcated area of the Plot. Accordingly, Vendee(s) has/have paid entire sale consideration in respect thereof.

**AND WHEREAS** the expression 'vendee(s)' shall mean and denote a single Vendee or more than one Vendee as hereinbefore mentioned. The use of singular expressions shall also include plural expressions wherever the context of this Deed 'so demands.'

**NOW, THEREFORE, THIS DEED OF ABSOLUTE CONVEYANCE WITNESSETH AS UNDER:**

1. That in pursuance of the agreed terms and conditions contained in the application form and the Agreement for Sale dated ..... and in consideration of the entire agreed consideration paid by the Vendee(s) and received by the Vendor, the receipt whereof the Vendor hereby admits and acknowledges, the Vendor do hereby absolutely sell, assure, convey, grant, transfer, assign, grant by way of absolute conveyance completely and absolutely all its rights, title and interests in the Said Plot No....., admeasuring ..... Square Meters (Approx. ... Square Yards) falling in "ANANDAM", Khasra No 315,325,327 & 329 SITUATED AT MAUZA AJNAUKH, CHHATA BARSANA ROAD, BARSANA , MATHURA, Uttar Pradesh along with right to use all ways, paths, passages, privileges and easements appurtenant thereto unto the Vendee(s) to possess and to enjoy the Said Plot and all it's right, title and interest, TO HAVE AND TO HOLD the same absolutely and forever free from all encumbrances, charges, trust, liens, lis-pendens, claims and demands whatsoever

Other than those created by Vendee(s) himself/herself/itself/themselves. The Said Plot is shown in the sketch Map/Plan attached herewith and marked as **Annexure – A**.

2. That the Vendee(s) has paid to the Vendor and Vendor has received the full payment of total sale consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_only) from Vendee(s) against the said residential plot (including TDS). The said total sale consideration does not include electricity connection charges, Meter Charges, Interest free maintenance security (IFMS), maintenance charges, utility charges, property tax, local authority charges etc.
3. That the Vendor is full-fledged and lawful owner of the Said Plot and is fully competent and entitled to execute and get registered this Conveyance Deed in favour of the Vendee(s) and to confer a clear and marketable title in respect thereof in favour of the Vendee(s). The title of the Vendor is free from all types of encumbrances, charges, liens, acquisition proceedings, charges, taxes, restraint orders, recovery attachment etc. and no litigation whatsoever is pending in respect of the Said Plot before any Court or Authority.
4. That the Vendee(s) agree(s) that terms and conditions contained in the Agreement for Sale entered between the Vendor and Vendee and the other terms and conditions of the total Scheme will be applicable on the Said Plot allotted to the Vendee(s).
5. That the Vendor on this day has delivered actual, physical and vacant possession of the Said Plot to the Vendee(s), absolutely and forever and the same is acknowledged by the Vendee(s). The Vendor has completed all development works in this Said Plot to fulfill their responsibility as per the approved Map. Prior to taking possession of the Said Plot, the Vendee(s) has checked and inspected all the development works carried out by the Vendor. Once the Vendee(s) takes possession of the Plot, no complaint of any kind whatsoever shall be entertained by the Vendor with respect to said plot. That the Vendor has further assured the Vendee(s) that it shall be lawful for the Vendee(s) for all times to enter into, to occupy and enjoy ownership & possession of the Said Plot without any letting, hindrance, interruption, disturbances, claims or demands from the Vendor or any person claiming under or through the Vendor but subject to terms, conditions, stipulations and restrictions contained in this Deed as well as the Agreement for Sale executed with the Vendor and described hereinbefore.
6. That the Vendee(s) from the date of possession of this plot shall be liable to 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, cess 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.

7. That, the Vendee(s) shall be bound to start construction of the house on the 'Said 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 3 (three) 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 Said Plot' for residential purpose only and shall not carry out any commercial/prohibited activities. The Vendee(s) hereby specifically agrees with the Vendor that the conveyance of the 'Said Plot' in favor of the Vendee(s) shall be subject to strict compliance of all the conditions mentioned in byelaws of the JILA PANCHAYAT, MATHURA 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 / JILA PANCHAYAT, MATHURA or any other Competent Local Authority for occupation and use of the 'Said Plot'.
8. That the Vendee(s) hereinafter shall become the lawful owner and in possession of the Said Plot by virtue of the present Conveyance Deed and shall have the absolute and complete rights to hold, use, enjoy and transfer the Said Plot, in any manner without any hindrance, claims or demands whatsoever from the Vendor or from any other person claiming under or through it.
9. That the Vendor doth hereby covenant with the Vendee(s) that all dues, demands, taxes, charges, duties, liabilities, has been cleared upto the present date of execution of this Deed and 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 Plot or any part thereof.

10. 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.
11. 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, facilities and amenities falling outside the Said 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/them shall not be entitled to bring any action for partition or division of the said common area(s) and facilities or any part thereof. The 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 "ANANDAM, if any.
12. 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 "ANANDAM" in which the 'Said 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.
13. 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 Said 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.
14. 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 Plot or House constructed thereat and maintain the aesthetics of the locality, nor shall cover or block common areas around the Said 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.

15. 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 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 also undertakes to remain bound by all the terms and conditions stipulated in the Agreement for Sale, 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) undertakes to indemnify the Vendor in respect of any such liability or penalty imposed in respect of the Said Plot being sold by way of this Deed.
16. 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 Plot or any part thereof for the purpose of maintaining, cleaning, lighting and keeping in order and condition all service drains, pipes, cables, water courses, gutters, structures of other convenience which the Vendor/nominated Maintenance Agency is liable to maintain as per the terms of the Maintenance Agreement.
17. The Vendee(s) shall not do or suffer anything to be done in or around the Said Plot which may tend to cause damage to the adjacent 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.
18. 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 Plot being conveyed by this Deed shall also be borne by the Vendee(s) exclusively.
19. 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.
20. The Vendee(s) agrees that the Vendor or the nominated Maintenance Agency shall have the first charge/lien on the Said 'Plot' for the recovery of all its dues. However, the Vendee(s) shall subject to the terms and conditions in the present Deed, Agreement for Sale and bye laws of the Competent Authority be fully

competent and entitled to deal with the Said 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 favour 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.

21. That the Vendee(s) shall raise construction on the Said Plot strictly in accordance with bye-laws and as per the plan approved by the JILA PANCHAYAT, MATHURA and/or other competent authority. In case of violation of the approved building plan or byelaws of Government of Uttar Pradesh, the Vendor/concerned authority shall have right to enter into the premises and demolish and remove the whole or any part of such structure temporary or permanent built on the Said Plot. 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.
22. That terms and conditions of Agreement for Sale 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 for Sale and this Deed, recitals of this Deed shall prevail over the recitals incorporated in the Agreement for Sale mentioned above.
23. That in case any provision of this Conveyance Deed is determined to be void or unenforceable under any applicable law, such provision shall be deemed to be amended or deleted in so far same is inconsistent with statute and the remaining provisions of this Deed shall remain valid, enforceable and binding on the Parties.
24. That the Vendee(s) agrees and confirms that all obligations arising by virtue of this Deed in respect of Said 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 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 Agreement for Sale 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 implications 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 do anything or

shall not use the Said 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 Project or is immoral or illegal. Also, the Vendee(s) shall not keep any hazardous, explosive, inflammable chemicals/material etc., which violates the bye-laws applicable to the Said 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.

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

**SIGNED, EXECUTED & DELIVERED**

**Vendor**

(.....)

For and On Behalf of  
**M/s KADAMSHREE DEVELOPERS INDIA LLP**

**Authorized Signatory**

**Vendee(s)**

(.....)

**WITNESSES:**

- 1.
- 2.