

CONVEYANCE DEED

This Conveyance Deed (hereinafter referred to as "Conveyance Deed") is made and executed on this ____ [Date] day of ____ [Month], 201__, ____ [Place];

By and among

ANSAL HOUSING & CONSTRUCTION LIMITED, a public limited company registered under the Companies Act, 1956, having its registered office at 606, Indraprakash, 21, Barakhamba Road, New Delhi-110001, having **PAN No. (AAACA0377R)** acting through _____, who has been duly authorized to execute the present Agreement for Sale vide the Board Resolution dated _____ hereinafter referred to as "**land owner/Promoter**", (which expression shall unless be repugnant to the context or meaning thereof be deemed to mean and include its successors, executors, administrators and permitted assigns);

AND

M/s ANDRI BUILDER AND DEVELOPERS PVT.LTD, a company, wholly owned subsidiary of **ANSAL HOUSING & CONSTRUCTION LIMITED**, registered under the Companies Act, 1956, having its registered office at 606, Indraprakash, 21, Barakhamba Road, New Delhi-110001, having **PAN No. (.....)** acting through _____, who has been duly authorized to execute the present Agreement for Sale vide the Board Resolution dated _____ hereinafter referred to as "**Land Owner/Confirming Party-1**", (which expression shall unless be repugnant to the context or meaning thereof be deemed to mean and include its successors, executors, administrators and permitted assigns);

AND

M/s. V.S. BUILDERS & DEVELOPERS, a company, wholly owned subsidiary of **ANSAL HOUSING & CONSTRUCTION LIMITED**, registered under the Companies Act, 1956, having its registered office at _____, having **PAN No. (.....)** acting through _____, who has been duly authorized to execute the present Agreement for Sale vide the Board Resolution dated _____ hereinafter referred to as "**Land Owner/Confirming Party 2**", (which expression shall unless be repugnant to the context or meaning thereof be deemed to mean and include its successors, executors, administrators and permitted assigns);

AND

M/s SS INFRAVENTURES PVT LTD, a company, registered under the Companies Act, 1956, having its registered office at _____, having **PAN No. (.....)** acting through _____, who has been duly authorized to execute the present Agreement for Sale vide the Board Resolution dated _____ hereinafter referred to as "**Land Owner/Confirming Party 3**", (which expression shall unless be repugnant to the context or meaning thereof be deemed to mean and include its successors, executors, administrators and permitted assigns);

AND

M/s. ASTONISH MARKETING PVT LTD. a company, registered under the Companies Act, 1956, having its registered office at, having **PAN No. (.....)** acting through _____, who has been duly authorized to execute the present Agreement for Sale vide the Board Resolution dated _____ hereinafter referred to as “Land Owner/Confirming Party 4”, (which expression shall unless be repugnant to the context or meaning thereof be deemed to mean and include its successors, executors, administrators and permitted assigns);

M/s.GRANTH BUILDERS AND DEVELOPERS PVT LTD. a company, registered under the Companies Act, 1956, having its registered office at, having **PAN No. (.....)** acting through _____, who has been duly authorized to execute the present Agreement for Sale vide the Board Resolution dated _____ hereinafter referred to as “Land Owner/Confirming Party 5”, (which expression shall unless be repugnant to the context or meaning thereof be deemed to mean and include its successors, executors, administrators and permitted assigns);

M/s. KAMAL CONSULTANTS PVT. LTD. a company, registered under the Companies Act, 1956, having its registered office at, having **PAN No. (.....)** acting through _____, who has been duly authorized to execute the present Agreement for Sale vide the Board Resolution dated _____ hereinafter referred to as “Land Owner/Confirming Party 6”, (which expression shall unless be repugnant to the context or meaning thereof be deemed to mean and include its successors, executors, administrators and permitted assigns);

M/s. FASCINATE MARKETING PVT LTD. a company, registered under the Companies Act, 1956, having its registered office at, having **PAN No. (.....)** acting through _____, who has been duly authorized to execute the present Agreement for Sale vide the Board Resolution dated _____ hereinafter referred to as “Land Owner/Confirming Party 7”, (which expression shall unless be repugnant to the context or meaning thereof be deemed to mean and include its successors, executors, administrators and permitted assigns);

The “Promoter/land owner” and the “Land Owner/Confirming Party 1 to 7” are hereinafter collectively referred to as “Vendors”.

IN FAVOUR OF

[If the Vendee is a company]

_____, (CIN No. _____), a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, (PAN _____), represented by its signatory, _____, authorized (Aadhar No. _____) duly authorized *vide* board resolution dated _____, hereinafter referred to as the “**Vendee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

[OR]

[If the Vendee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (Aadhar No. _____) authorized *vide* _____, herein referred to as the “**Vendee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

[If the Vendee is an Individual]

Mr./Ms. _____, (Aadhar no. _____) son / daughter of _____, aged about _____, residing at _____, (PAN _____) herein called the “**Vendee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

AND

Mr./Ms. _____, (Aadhar no. _____) son / daughter of _____, aged about _____, residing at _____, (PAN _____) herein called the “**Vendee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[OR]

[If the Vendee is a HUF]

Mr. _____, (Aadhar no. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, (PAN _____) herein called the “**Vendee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns)

Hereinafter the Vendors and Vendee are collectively referred to as the “Parties” and individually as the “Party” as the contexts demand.

WHEREAS:

- A. The Vendors are the absolute and lawful owner of land admeasuring 86,374.95 sq. mtr., falling under Khasra no. 12,13,14,15,16,17,18 and 19 situated at **ANSALS PALM COUNTY, MEERUT PLOT, PHASE-I** " Village Moh.goomi, Shatabdi nagar Delhi road, Meerut. Uttar Pradesh (hereinafter referred to as the "**said project land**"). That the Vendors acquired the lawful title of the said project land vide various sale deeds duly registered at the office of sub-registrar Meerut.
- B. That the said project is being developed by Ansal Housing & Construction Ltd., wherein out of the total land admeasuring 86,374.95 sq. mtr about 42061 sq. meter is owned by M/s Ansal housing and construction Ltd. and its wholly owned subsidiaries; the remaining 44,313 sq. mtr. is owned by confirming parties 3 to 7. That joint development agreements have been duly signed and executed amongst the confirming parties 3 to 7 and Ansal Housing wherein the parties have duly agreed that Ansal Housing shall develop, promote, market and sell the said project.
- C. The said Land was earmarked for the purpose of developing a residential plotted area comprising of **LIG/EWS Plots, green area, commercial plots etc.** including common area and other facilities as described in the sanctioned map no. 03/14 dated 04.03.2015 (**see Schedule I attached herewith**) in the said project.
- D. That after taking all the necessary approvals from the Meerut development authority the Vendors have developed the said project.
- E. The Project is registered under the provisions of the Real Estate (Development and Regulation) Act, 2016 with the Real Estate Regulatory Authority at Lucknow under registration no. **UPRERAPRJ2839**.
- F. The Vendee had applied for a Plot in the Project *vide* application no. _____ dated _____ and has been allotted Plot no. _____ having carpet area of _____ square feet/_____ square meter, type _____, on _____ floor in [tower/block /building] no. _____ ("**Building**") along with garage/closed parking no. _____ (if applicable) admeasuring _____ square feet _____ Sq. Mtr. in the _____ (Location of Garage/Closed Parking), as permissible under the applicable law and of pro rata share in the common areas ("**Common Areas**") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "**Plot**" more particularly described in **Schedule A** and the floor plan of the Plot is annexed hereto and marked as **Schedule B**);

- G. The Parties entered into an agreement for sale dated _____(hereinafter referred to as “**Agreement for Sale**”) for the sale of the said unit setting out the rights and obligations of the parties therein.
- H. In consideration of the sale of the said Unit the Vendee has paid to the vendors a sum of Rs._____/ - (**Rupees [*] Only**) (hereinafter referred to as “**Total Price**”) inclusive of Taxes (consisting of tax paid or payable by the Vendors by way of Goods and Services Tax and Cess or any other taxes/fees/charges/levies etc.), as per the schedule of payment agreed upon in the said agreement for sale.
- I. The Vendors have completed the development work of the project and have received Occupation Certificate/ Part Completion/Completion Certificate* from the Competent Authority/ vide letter dated
- J. That the Vendors have good and absolute right and authority to convey the said Unit with all the rights, privileges and appurtenances hereunto belonging and do hereby sell, convey and transfer to the Vendee in the manner aforesaid and that the Vendors have not done anything whereby the said Unit may be encumbered, affected or impeached in estate, title or otherwise;
- K. The Vendors have not entered into any other agreement for sale and/or development agreement or any other agreement/arrangement with any person or third party with respect to the Land, including the Project and the said Unit which will, in any manner, affect the rights of Vendee under this Deed;
- L. That the Vendors assure the Vendee that there are no encumbrances, charges, trusts, liens, attachments, claims or demands whatsoever on the said Unit and that the same is not the subject matter of any suit or litigation or proceedings or has not been offered as security or otherwise to any Court or Revenue Authority; and the Vendors hereby disclaim to have made any representation, warranties, statements or estimates of any nature whatsoever, whether written or oral, except those mentioned in this deed and allotment letter/agreement for sale.
- M. Parties hereby confirm that they are signing this deed with full knowledge of all the laws, rules, regulations, notifications, etc., applicable in the State and related to the Project.
- N. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this deed and all applicable laws, are now willing to execute this deed on the terms and conditions appearing hereinafter.

- O. The Vendee has desired that the said Unit be now transferred to him/her and the Vendors have agreed to execute this deed of conveyance in favor of the Vendee with respect to the said Unit as per the terms and conditions stipulated herein below:

NOW THIS INDENTURE WITNESSETH AS UNDER:

1. In pursuance of the said Agreement for Sale and in consideration of the Total Price paid by the Vendee to the Vendors, the Vendors doth hereby grant, convey and transfer on ownership basis on to the Vendee the said Unit together with the right of use of all ways, paths, passage, liberties, privileges and easements, whatsoever to the said Unit along with all the right, title and interest whatsoever of the Vendors on the said Unit free from all encumbrances and to enjoy the same and every part thereof with every right whatsoever without any interruption, disturbance, claim or demand from the Vendors, but subject to the terms, conditions, stipulations and restrictions contained in this deed of conveyance.
2. The Vendee shall use the Common Areas within the said Project and its access harmoniously along with other occupants and maintenance staff etc. in the said Project and without causing any inconvenience or hindrance to them. Further, the use of such Common Areas within the Project shall always be subject to the timely payment of maintenance charges.
3. Subject to the terms and conditions of this Conveyance Deed, the occupants(s) and/or owner(s) of the Unit shall have no lien or right on the other Units. That the Lawn/Parks/other Common Areas in the Project shall not be used by the Vendee for conducting any personal functions such as marriages, birthday parties, social gatherings etc. without taking prior permission from maintenance agency/association of vendees/competent authority as the case may be. If any common space is provided in the said Project for organizing meetings and small functions, the same shall be used on charge basis.
4. That the Vendors have put the Vendee in actual and proprietary possession of the said Unit. Now the Vendee is the absolute owner and in possession of the said Unit and has acquired the rights to enjoy and possess all facilities pertaining thereto forever.

5. That the Vendors after obtaining the Occupancy Certificate from the relevant authority have already handed over all the documents and plans, including Common Areas, to the Vendee/association of vendees/competent authority as per the local laws of the State. That the Vendee agrees to pay the maintenance charges to the Vendors its nominee/ maintenance agency/ Association of Vendees or the competent authority, as the case may be, as per the maintenance agreement to be executed separately.
6. The Vendors have paid all outstanding payments before transferring the physical possession of the Unit to the Vendee, which it had collected from the Vendee, for the payment of such outstanding (including Land cost, ground rent, municipal or other local taxes/charges/levies etc., charges for water or electricity, maintenance charges up to 30 days from the date of offer of possession , including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, agencies, banks and financial institutions, which are related to the Project). If the Vendors fails to pay all or any of the outstanding(s) collected by it from the vendees or any liability, mortgage loan and interest thereon before transferring the Unit to the vendees, the Vendors agrees to be liable, even after the transfer of the property, to pay such outstanding(s) and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person. That the Vendee shall pay all taxes/charges imposed by the Municipality or any other authority or which may be levied in future by any Government/Local Authority for the provision of external and/or peripheral services and attributable to the said Unit in the Project.
7. That the maintenance of the Project shall be carried out by the Vendors or its nominee till taking over of the services by Municipal Authorities/Government Agencies/association of vendees, on the terms & conditions and charges to be determined by the Vendors or their nominee from time to time. The Vendee(s) agree to pay timely its/their share of such charges as may be demanded by the Vendors/their nominated Agency from time to time;
8. That the Vendors shall at all-time do and execute at the costs and expenses of the Vendee all such further acts, deeds, matters, things and assurance as may be reasonably required by the Vendee for better and further

effectuating and assuring the conveyance hereby made or the title or the Vendee to the said Unit hereby sold and conveyed and the Vendors doth hereby confirm this sale in executing these presents;

9. The Vendee doth hereby represent, warrant, declare to and covenant with the Vendors that:

- (i) the Vendee shall abide by all the laws, bye laws, rules and regulations of the Government/local authorities etc. relating to the Project and the said Unit.
- (ii) the Vendee shall be solely responsible to maintain the said Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the said Unit or the Project, or common areas or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Unit and keep the said Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Project is not in any way damaged or jeopardized.
- (iii) the Vendee further undertakes, assures and guarantees that he/she would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face/facade of the said Project or anywhere on the exterior of the Project therein or Common Areas. The Vendee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further, the Vendee shall not store any hazardous or combustible goods in the said Unit or place any heavy material in the common areas of the Project.

10. It is made clear by the Vendors and the Vendee agrees that the Unit shall be treated as a single unit for all purposes. The Vendors/Vendee/association of venders shall ensure that they will not create any hindrance by way of locking, blocking, parking or any other manner in right of passage or access or Common Areas which otherwise are available for free access.

11. The Vendors/maintenance agency/ association of vendees/competent authority shall have the rights of access of Common Areas for providing necessary maintenance services.
12. The Vendee agrees to pay common maintenance charges and water consumption charges proportionately with respect to the said Unit and as per the terms and conditions of the maintenance agreement. For this purpose the all such maintenance, water consumption charges will be considered to commence from the date of execution of present deed and/or as per the maintenance agreement executed between the Vendors/Nominee of Vendors or the Association of Vendees, as the case may be.
13. The Vendors undertake that it has not made any additions or to put up additional structure(s) anywhere in the Project after the sanction plan was approved by the competent authority(ies) except as provided for in the Act and relevant Rules.
14. That the Vendee shall henceforth peacefully and quietly hold, possess and enjoy the rents, benefits and profits derivable from and out of the said Unit without any hindrance, interruption or disturbance from or by the Vendors and/or any other person(s) claiming through or under in trust of the Vendors.
15. That any future sale/transfer by the Vendee shall be subject to the terms & conditions contained herein and the person acquiring the rights/title and interest in the said Unit shall be equally bound by the covenants contained herein.
16. All the terms & conditions as mentioned in the Allotment Letter and Agreement for Sale shall be treated as a part of this document and shall be applicable on both the Parties.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this deed of conveyance at, Uttar Pradesh in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Vendorss (Name, Signatures and Address)	Vendee (Name, Signatures and Address)
<p>_____</p> <p>Signature</p> <p>M/S ANJUMAN BUILDCON PVT. LTD., 110, Indraprakash, 2, Barakhamba Road, New Delhi-110001</p>	
<p>_____</p> <p>Signature</p> <p>M/S FENNY REAL ESTATE PVT. LTD., B/109, Ansal Town, Ansal Club Royale, Talawalichanda, AB Road, Indore, M.P-453771</p>	
<p>_____</p> <p>Signature</p> <p>ANSAL HOUSING AND CONSTRUCTION LIMITED, 606, 6th Floor, Indraprakash, 21 Barakhamba Road, New Delhi, 1100001</p>	

WITNESSES:

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____

[The Schedule to this deed shall be as between the Parties]
Schedule-I

DESCRIPTION OF THE PROJECT

Layout Plan is attached herein which contains complete description of the project.

SCHEDULE-II

PLEASE INSERT DESCRIPTION OF THE UNIT ALONG WITH BOUNDARIES
IN ALL FOUR DIRECTIONS