

Pargana : Mohanlalganj
 Consideration : Rs...../-
 Market Value : Rs...../-
 Stamp duty : Rs...../-

DETAILS OF INSTRUMENT IN SHORT

1.	Nature of land	:	Residential
2.	Pargana	:	Mohanlalganj
3.	Mohalla/Village	:	Shivlar
4.	Details of Property (Property No.)	:	Unit/House No.....
5.	Standard of measurement	:	Square meters
6.	Land Area of Property	: Sq. Mtrs.
7.	Location Road	:	More than 100 mtr. away from main Gosaiganj & Mohanlalganj road or any prescribed road
8.	Other details	:	Neither situate at 9 Meter road vide road nor on corner
9.	Position	:	Finished
10.	Carpet area	: Sq. mtrs.
11.	Covered Area	:Sq. mtrs.
12.	Boundaries	:	EAST : WEST : NORTH : SOUTH :
13.	No of persons in first part (1) No of persons in second part (2)		
14.	Details of Vendor	:	Details of Vendees
	Halwasiya and Sons Private Limited, having its registered office at Halwasiya Court, , Hazratganj, Lucknow, represented by its authorized signatory _____ PAN- AAGCR2412N Aadhar No..... Mobile No.....		

CONVEYANCE DEED

This Conveyance Deed ("**Deed**") is executed at _____ on _____ by and between:

Halwasiya and Sons Private Limited, (CIN no. U70100UP2013PTC054533), a company incorporated under the provisions of The Companies Act, 1956, having its registered office at Halwasiya Court, Hazratganj, Lucknow, (PAN- AAGCR2412N), represented by its authorized signatory _____ (Aadhar No. _____) authorized vide board resolution dated _____ (hereinafter referred to as the "Promoter/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).

AND

[If the Allottee 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 authorized signatory, _____, (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 Allottee is a Partnership Firm]

_____, a partnership firm registered under the Indian Partnership Act, 1932 or Limited Liability Partnership Act, 2008, having its principal place of business at _____, (PAN _____), represented by its authorized partner/Designated Partner, _____, (Aadhar No. _____) authorized vide _____, (hereinafter 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 Allottee is an individual]

Mr./Ms. _____, (Aadhar No. _____) son/daughter/wife of _____, aged about _____, residing at _____, (PAN _____), (hereinafter 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).

The "Promoter/Vendor" and "Allottee/Vendee" shall hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**".

RECITALS:

WHEREAS:

1. The Vendor is the absolute and lawful owner of land comprising Khasra nos. 8 (0.6790 Hectare), 15 (0.0380 Hectare), 16 (0.0760 Hectare), 17 (0.1630 Hectare), 18 (0.051 Hectare), 19 (0.006 Hectare), 21 (0.039 Hectare), 22 Ka (0.126 Hectare), 22 Kha (0.341 Hectare), 23 (0.069 Hectare), 24 (0.143 Hectare), 26 (0.019 Hectare), 27 (0.057 Hectare), 28 (0.0130 Hectare), 29 (0.250 Hectare), 30 Kha (0.379 Hectare), 73 (0.120 Hectare), 74 (0.120 Hectare), situated at Village-Shivlar, AND Khasra No. 457 (0.747 Hectare), Pargana and Tehsil-Mohanlalganj, District-Lucknow, Total ad-measuring 3.436 Hectare (herein after referred as "**Total Land**"), having purchased the same from its erstwhile owners & tenure holder through various Sale Deeds. Details of title deeds as under:

Details of Title Deeds of the Total Land

S. No.	Date of Sale Deed	Registration Details		
		Document / Serial No./ Registration date	Book No.	Jild No.
1.	04.04.2018	6219/04.04.2018	1	9053
2.	14.04.2018	6995/16.04.2018	1	9088
3.	09.05.2018	8559/10.05.2018	1	9159
4.	09.05.2018	8666/11.05.2018	1	9164
5.	09.05.2018	8656/11.05.2018	1	9164
6.	01.06.2018	10207/04.06.2018	1	9236
7.	07.06.2019	11235/19.06.2018	1	9283
8.	07.06.2018	11234/19.06.2018	1	9283
9.	07.06.2018	10533/08.06.2018	1	9250
10.	18.01.2019	1308/19.01.2019	1	9980
11.	14.05.2019	10150/23.05.2019	1	10400
12.	14.05.2019	10149/23.05.2019	1	10400
13.	18.06.2019	12134/19.06.2019	1	10502

The Vendor after purchasing the Total land, got declaration under Section 80 of the UP revenue code 2016 of the and has got the land use of the said land changed from agricultural to non agricultural, Now the total land earmarked to be used for residential purpose.

2. The Vendor has developed a residential project on the Total Land by the name '**HALWASIYA SHIVLAR SAMBANDH**' and comprises of two phases having plots along with built-up structures therein, shops (forming part of permitted commercial area) and various common amenities and facilities ("**Project**"). The Project is registered with RERA-UP through certificate dated _____ and bearing registration no. _____. The LDA (i.e. Lucknow Development Authority) has granted the commencement certificate to develop the project vide approval dated 18/03/2020 bearing Registration/ Permit No. MAP 20180711143524100.

3. The Project is duly registered according to the provisions of the Real Estate (Regulation and Development) Act, 2016 and the rules framed there under for the state of Uttar Pradesh. The Vendor has completed construction and development of the Project and an occupation certificate/completion certificate dated _____ bearing memo no. _____ has been issued by _____ for the Project.

4. The Vendee had applied for a Unit/House No. _____ ad-measuring _____ Square Meter (having plot area _____ square meters along with built-up property thereon admeasuring _____ square meters carpet area) in Phase _____ of the Project as described more fully in detail at the schedule-I of the Property and identified and marked in the layout plan/annexed MAP ("**said Property**") vide application No. _____ dated _____. In furtherance thereof an Allotment Letter dated _____ was issued by the Vendor to the Vendee for the said Property. Subsequently, the Parties had executed an Registered Agreement for Sale dated _____ ("**Agreement for Sale**") whereby the Vendor has agreed to sell and the Vendee has agreed to purchase the said Property. The said Agreement to Sale is duly registered in the office of Sub-Registrar-Mohanlalganj, Lucknow vide Book No.I, Jild _____ at Pages _____ Sr. No. _____ dated _____. In furtherance of the Agreement for Sale the Vendee has paid a sale consideration of INR _____/- (Rupees _____ only) as described in detail in schedule-II i.e. payment schedule more fully given at the foot of this conveyance deed.

5. Now, the Vendor has agreed with the Vendee for the absolute sale of the said Property in favour of the Vendee for a total sale consideration as recorded in this deed and the Vendee has also agreed to purchase the same on such terms and conditions as have been agreed between the Parties and recorded hereunder.

NOW THIS CONVEYANCE DEED IS FURTHER WITNESSETH AS FOLLOWS:

1. In pursuance of the Agreement for Sale, the Vendee has already paid the entire sale consideration as detailed in schedule-II payment herewith to the Vendor, the receipt of which the Vendor hereby admits and acknowledges and in lieu thereof, the Vendor hereby conveys, transfers and assigns all title, rights and interests in the said Property together with rights of easements and appurtenances unto the said Property and proportionate indivisible share / right to use the common areas to the Vendee. The Vendee accepts and confirms the purchase of the said Property on the terms and conditions set out herein.

2. The Vendor hereby confirms that the Vendee shall hereafter be the absolute owner of the said Property and shall be entitled enjoy all rights of ownership of the said Property.

3. The Vendor has, delivered and handed over the vacant, physical and peaceful possession of the said Property to the Vendee to its full satisfaction to have and to hold the same absolutely and

forever and the Vendee hereby confirms and acknowledges taking over the same to its complete satisfaction.

4. The Vendee has conducted and undertaken necessary due-diligence of the said Property/Project and has sought all clarifications and has perused and verified all the documents in respect thereof and is satisfied that the said Property is free from all sorts of encumbrances, liens and charges etc.
5. The Vendor has paid all the taxes, cess, dues etc., as applicable on the said Property upto date of execution this Sale Deed. All taxes, government rates, cess, charges or assessments whether levied now or leviable in future in respect of the said Property by the State and/or Central Government, municipal corporation, development authority or any other authority shall be borne and paid by the Vendee. If any charges, cess, taxes or levies are levied by the authorities on the Vendor in respect of the Project or the Total Land on which the Project is developed then the Vendee shall reimburse or pay the same to the Vendor on pro-rata basis as per the demands raised by the Vendor.
6. Upon taking possession of said Property, the Vendee has been left with no claims against the Vendor as to any item of work, quality of work, material, area of said Property, installations etc. in said Property or any other ground whatsoever and the Vendee confirms that he is fully satisfied with all the commitments given by the Vendor at the time of booking. However, any structural defect or any other defect in workmanship, quality or provision of services will be rectified or repaired by the Vendor or appointed maintenance agency in accordance with the terms of Agreement for Sale and / or the maintenance agreement executed with the Vendee. It is hereby clarified that the liability of the Vendor or the maintenance agency, to make above specified rectifications or repairs shall be limited to rectification or repair of the said defect in terms of applicable laws.
7. The rights, titles, interests, easements, privileges, appurtenances, liberties, enjoyments and possessions are hereby transferred and shall subsist in favour of the Vendee absolutely and forever. The Vendee can get the said Property under sale mutated in its name in the records of competent authorities on the basis of the registered Conveyance Deed and the Vendor agrees to extend all assistance and co-operation as may be required by the Vendee in this regard.
8. The Vendor hereby declares and covenants with the Vendee that the said Property is free from all encumbrances, charges, prior sales, gifts, mortgages, liens, court attachments and litigations etc., and the Vendor has full power and absolute authority to sell the said Property to the Vendee absolutely and forever.
9. The common areas, parks and roads shall remain undivided and neither Vendee nor any other person shall bring any action for partition or division of any part thereof and any covenant to the contrary shall be void. The Vendee understands and acknowledges that interest of the Vendee in

the common areas is undivided and hence the Vendee shall use the common areas along with other occupants, maintenance staff etc. without causing any inconvenience or hindrance to them.

10. It is hereby clarified that the out of the interest free maintenance security deposit payable by the Vendee in terms of the Maintenance Agreement, the Vendor/maintenance agency shall adjust one time fixed electricity charges paid to the concerned department. However, such deduction shall be pro-rata to area of the said Property.
11. The Vendor shall be entitled to obtain the refund of various securities deposited by it during or before construction of Project/part thereof with various Government / local authorities for electric, water and sewer connections, etc. without any claims or objections from the Vendee.
12. Any type of encroachment / construction in the entire Project/ part thereof including roads, lobbies, roof, etc. will not be allowed by any property owner / association of the property owners.
13. The Vendor further declares and covenants with the Vendee that it will execute any further deeds of assurance to strengthen the title of the Vendee at the cost and expenses of the Vendee.
14. The Vendee hereby covenants as follows:
 - (i) The Vendee hereby agrees to be a member of the society or association to be registered under the applicable laws or regulations that may be formed by all the property owners in the Project and the Vendee shall abide by all the rules and bye-laws of the said society or association.
 - (ii) The Vendee shall pay to the society / association share of the amounts towards common service, insurance premium, taxes leviable on the Project on pro rata basis. Further, the Vendee shall pay the property tax, electricity meter deposit, electricity consumption charges and water charges of said Property etc., to the concerned authorities directly or to the Vendor / maintenance agency, as the case may be, regularly from the date hereof or date of possession declared by the Vendor, whichever is earlier.
 - (iii) Since maintenance of the said Property is obligation of the Vendee, it shall be responsibility of the Vendee to keep the said Property as well as drains, drain pipes, water pipe lines and the appurtenances thereto in good and working condition.
 - (iv) The Vendee hereby agrees that in case of further sale / change in ownership of said Property a NOC from existing maintenance body is required for sale of the said Property for the clearance of maintenance dues / any other dues and the Vendee shall also comply

with other terms as may be laid down by the Vendor in this regard. Further, all the terms conditions of this Conveyance Deed, Agreement for Sale and any other documents executed in respect of the said Property shall be binding on the transferee of the said Property. In the event sale / change in ownership of the said Property is effected without NOC as mentioned above then all the dues will be payable by the transferee.

- (v) The Vendee hereby agrees that the said Property shall always be used by the Vendee for residential purpose only. Any change in use of the said Property shall be treated as a breach of terms of this Conveyance Deed / Agreement for Sale entitling the Vendor to take legal action against the Vendee and the Vendee shall have to compensate the Vendor for all other losses resulting there from. The Vendor shall not in any way, be responsible/ liable for any default / violation committed by the Vendee under any applicable laws, rules, regulations, guidelines etc. imposed by the concerned authority(ies) for not using the said Property for residential purpose and the Vendee shall keep the Vendor and maintenance agency indemnified in respect of the same.
- (vi) The Vendee hereby agrees that he has executed and entered into a separate maintenance agreement with the Vendor /maintenance agency in the prescribed format and has/shall also pay interest free security deposit, maintenance charges, replacement fund and all other related charges/fess to the Vendor/maintenance agency as determined by the Vendor or its appointed maintenance agency from time to time as per the terms of the maintenance agreement and shall abide by all its terms and conditions.
- (vii) The Vendee hereby agrees that the commercial areas of the Project area are not common areas and the Vendor reserves the right to operate, manage and / or transfer the same in the manner as it deems fit.
- (viii) The Vendee covenants that he/she shall not throw any dust, rubbish, rags, waste or permit the same to be thrown in the compound or in any part of the Project, which may cause damage, loss or inconvenience to other occupants of the Project.
- (ix) The Vendee hereby agrees that he shall not use the said Property for any purpose which may cause nuisance or disturbance to the neighboring occupants, nor for any illegal or immoral purpose.
- (x) The Vendee shall not store in the said Property any explosive or goods of destructive nature which are likely to cause fire or explosion and also shall not store heavy weight materials which may affect damage or destroy the structures of common areas/facilities in the Project or any part thereof.

- (xi) The Vendee hereby acknowledges and agrees that the Vendor shall not be liable for any external development, which has to be developed including but not limited to sewerage, road, drainage pipes, cables, water courses, gutters, wires and other conveniences necessary for proper utility, by the concerned governmental authority.
- (xii) The Vendee shall indemnify the Vendor from and against any actions, suits, claims (including third party claims) initiated against the Vendor and/or costs, damages, losses, penalties etc. suffered or borne by the Vendor on account of any of the following:
- a. acts or omissions of employees, agents, representatives of the Vendee; and/or
 - b. use of the said Property in contravention of the permissible use; and/or
 - c. breach of applicable laws and policies; and/or
 - d. breach of rules and regulations prescribed by the Vendor/its agencies; and/or
 - e. violation of terms of permissions, approvals and sanctions issued by the competent authorities; and/or
 - f. non-payment of applicable charges, taxes, levies etc.
- (xiii) The Vendee hereby agrees to comply with and carry out and abide by all laws, bye-laws, rules, requisitions and demand by the appropriate authority(ies) and shall attend, answer and carry them out at his own cost and be responsible for all deviations, violations or breach thereof and shall also observe and perform all terms and conditions contained in this Deed.
- (xiv) All expenses that may be incurred in the execution and registration of this Deed such as stamp duty, execution and registration fee and other incidental charges have been borne and paid by the Vendee.
- (xv) The contents of said Property shall be insured by the Vendee at his own cost against the fire, earthquake, etc., without any cost or claim from the Vendor. All charges towards the insurance will be paid by the Vendee either by him individually or through society collectively if so formed for the maintenance of the Project to the exclusion of the Vendor.
- (xvi) 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 building or anywhere on the exterior of the said Property/Project, buildings therein or common areas. The Vendee shall also not change the color 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 Property except as may be required for a normal household consumption or place any heavy material in the common passages or staircase of the

building. The Vendee shall also not remove any wall, including the outer and load bearing wall of the said Property.

- (xvii) If the Vendee intends to make any structural changes in the said Property then it shall be responsible for obtaining all approvals and permission from the competent authorities and compliance thereof. However, the Vendee shall not make any changes which may cause damage to the structure (column, beams, slabs, drainage etc.) of the said Property or to any part of adjacent properties. The Vendee acknowledges and agrees that since partition wall between two adjacent properties is common and the foundation is also common for properties in the Project, the Vendee shall not demolish / undertake any construction which may in any manner cause any damage to such common wall and/or foundation. In case damage is caused to adjacent property(ies) or common area, the Vendee unconditionally undertakes and confirms to get the same repaired/rectified at his / her / its cost and expense failing which the cost of repair may be recovered from the Vendee along with interest.
15. The Vendee hereby declares and confirms that it has understood and agreed that the terms and conditions of this Deed are in addition to the terms and conditions of the Agreement for Sale, Maintenance Agreement and any other document executed in respect of the said Property and the Vendee shall continue to observe its obligations as enumerated in such agreements, deeds etc. and this Deed.
16. All notices and other communications under this Deed shall be made in writing and delivered either by hand against receipt or sent by certified or registered mail at the addresses of the addressee mentioned hereinabove. Any such notice or communication shall be deemed to have been duly given and served (i) upon actual delivery and confirmed receipt in case of hand delivery, or (ii) on the third day of the putting the notice / communication in the course of transmission if sent via certified or registered mail.
17. The Parties agree that the Original Conveyance Deed shall be kept with the Vendee and the Vendor shall be entitled to keep a copy of the executed and registered Conveyance Deed.
18. Unless the context otherwise requires, (i) words importing the masculine gender shall also include the feminine gender and vice versa; and (ii) the use of the singular shall include the plural and vice-versa.
19. Valuation of the said Property:

That the total area of the land area of said property is sq.mtr. whose market value as per Part-2, Praroop-4 (V Code-.....) is fixed Rs...../- per sq.mtr., the property is neither situated on corner nor same is situated on 9 mtr. Wide Road, hence value of land comes to Rs./-. There is single storied construction, having covered area as per attached MAP. The construction of the same is of RCC having no use of granite etc., which is valued at the

rate of Rs.12,000/- per sq. mtrs. as such according to which the value of construction, comes to Rs./-. Thus the total land and building comes to Rs......./-. However the actual consideration is Rs......./-., which is less than market value. As such stamp duty of Rs./- is payable as per Rule Uttar Pradesh Shasan Sansthatag Vitt Kar Evam Nibandhan Anubhag-5, The Governor notification no. S.V.K.N.-5-2756/11-2008-500 (165)/2007 dated 30.06.2008. Thus stamp duty paid a sum of Rs..... through E-Stamp certificate No. IN-UP..... dated.....

20. The area of the property shown in the map is also similarly written in this deed of conveyance, and further the said property is not situated within 100 meters from main road i.e. Mohanlalganj- Gosaiganj Raod or any prescribed road.

PROVIDED ALWAYS AND IT IS HEREBY FURTHER AGREED between the parties to this Deed that whenever as such as interpretation would be requisite to give fullest possible scope and affect to any covenant and conditions herein contained the expressions "THE VENDOR" AND "THE VENDEES" herein before used shall mean and always mean and include their successors, heirs, legal representatives and assigns etc.

SCHEDULE-I

Details of the Said Property along with the layout plan

Unit/House No. :

Plot Area: square meters

Carpet Area of built-up property (in square meters) :

Phase:

Specification (if any):

Village Shivlar & Magahunwa, Pargana & Tehsil- Mohanlalganj, District- Lucknow more particularly described and shaded in the plan attached to this deed and bounded as below:

On or towards the North by:

On or towards the South by:

On or towards the East by:

On or towards the West by:

Also more particularly described in the plan attached to this deed

SCHEDULE-II

Total Sale Consideration

Rupees.....00 (RupeesOnly) paid as follows.

[Details of Payments made the Vendee]

Amount (Rs.)	Receipt No./Credit Details

It is agreed between the parties that if any of the aforementioned payment not completed due to any reasons or cheques return unpaid from the banker of Vendee, by any reason, whatsoever, in that case the present Sale Deed became void at the sole option of Vendor and entire payment shall be forfeited. It is made clear that the Service tax or GST or any other tax liability shall be sole liability of Vendee

**IN WITNESS WHEREOF BOTH THE PARTIES HAVE SET THEIR HANDS ON THIS DEED AT _____,
ON THE DAY, MONTH AND YEAR MENTIONED ABOVE IN THE PRESENCE OF THE WITNESSES.**

WITNESS No.1

VENDOR

WITNESS No.2

VENDEE

Layout Plan of the said Property

