

CONVEYANCE DEED

Type of Deed	Conveyance Deed
Village	
Tehsil	-
District	- palamu
Type of Property	Residential
Property Address	Flat No. - _____, Floor _____ at Affordable Housing Project, Mauza - Sudna, Ward – 2,Aghore Ashram Sudan, Medininagar, Palamu, Jharkhand.
Super Built – Up Area	-----
Sale Consideration	Rs.-----
Stamp Duty	Rs.-----
Stamp Serial No. & Date	

This Conveyance Deed (“Deed”) together with all annexure is made and executed on this ----
----- Day of ----- at India.

BETWEEN

Medininagar Nagar Nigam an urban local body governed by the Jharkhand Municipal Act, 2011, having its registered office at Ranchi - Patna Road, Near SDO Office, Medininagar Nagar Nigam – 822101, Jharkhand being represented by Administrator resident of Medininagar Nagar Nigam Jharkhand hereinafter referred to as the Developer Which expression shall unless repugnant to the context mean and include its successor in office, legal representatives, administrators of the **FIRST PART**.

AND

1. -----.

2. -----

-

both grandsons of -----

all by faith _____, by Occupation: _____, being resident of -----

----- being represented

by their duly constituted Attorney -----S/D/o -----

----- hereinafter jointly referred to as the

CONFIRMING PARTIES (Which expression shall unless repugnant to the context mean

and include their legal heirs, successors, assigns and administrators) of the **SECOND**

PART.

The Developer and the Confirming Parties shall herein after jointly be referred to as the

“VENDOR”

IN FAVOUR OF

MR. -----, S/o -----, by faith -----, by caste -----
-----, by Nationality -----, by occupation -----, resident of -----
-----, P.O. ----- & P.S. -----, Town -----
-, District -----, hereinafter called the “**VENDEE**” (Which expression unless
excluded or repugnant to the context mean and include his/her/their legal heirs, successors,
executors, administrators, legal representatives, nominees and assignees) of the **THIRD**
PART.

PAN No. ----- **AADHAAR No.** -----

The Vendor and the Vendee shall jointly be referred to as “Parties” and individually as the
“Party”. Capitalized terms used herein this Deed but not defined shall have the same
meaning as ascribed to them in the Office Buyer’s Agreement (defined hereinafter) executed
between the Parties.

WHEREAS:

- A. The Confirming Parties amongst themselves being the owners of the lands total
measuring an area of _ _ _ _ _ Decimals out of which a land measuring an
area of _ _ _ _ _ decimals appertaining to Plot No - 60, under Khata No. – 90,
Thana No. –191, Mauza Sudna, P.S. Medininagar; a land measuring an area of _ _ _
_ _ _ _ _ decimals appertaining to Plot No - 60 under Khata No. –90, Thana No. –
191, Mauza Sudna, P.S. Medininagar;; Dist- Palamu obtained registration certificate
of project “**AFFORDABLE HOUSING IN PARTNERSHIP**” from Jharkhand Real Estate
Regulatory Authority, Ranchi vide its Project vide its Project Registration Certificate
No. JRERA/PROJECT/ _____/ 2021 and also obtained Building Plan Case No.

MNNP/AH/0062/W02/2021, Dated 8/5/2021 for construction of the Residential project (AFFORDABLE HOUSING IN PARTNERSHIP) from Medininagar Nagar Nigam.

- B. In accordance with the approved building plans and other sanctions permissions extend from the concerned authorities the developer along with the confirming parties has developed a commercial complex over the said land known by the name of **“AFFORDABLE HOUSING IN PARTNERSHIP”** (hereinafter referred to as the AHP Aghore Ashram of 240 DU's).
- C. Further acquisition of additional and license is in progress and the facilities and amenities for the said complex have been constructed and implemented in the complex on increased density after taking into account the additional land and license which shall in due course form part of the project **“AFFORDABLE HOUSING IN PARTNERSHIP”**.
- D. The Vendee demanded from the developer and the Developer has allowed the Vendee to inspect all ownership records of the said land, the said license and the various approvals granted by Medininagar Nagar Nigam and other statutory authorities in favour of the Confirming Parties, Layout Plan and Building Plan along with modifications there to envisaged during the course of completion of the project and all the other documents relating to the right, title and competence of the Vendor to construct, market, sell and convey the office space/shop in the brochure. The Vendor has fully satisfied himself/herself/ themselves in all respects with regard to the right, title, competency and interest of the Vendor in the said land/license and has completed its due diligence to its entire satisfaction.
- E. The Vendee acknowledges that the Vendor has readily provided complete information and clarifications as required by the Vendee however the Vendee has ultimately relied upon its own independent investigation and judgment in purchase

in its own independent investigation and judgment in purchase in the said office space (defined hereinafter). Save and except as specifically represented herein or in the buyers agreement, the Vendee's decision to purchase the office space/shop in the said project is not influenced by any architect's plan, sales plan, sale brochures, advertisements, representation, warranties, statements or estimates of any nature whatsoever, including, but not limited to, any representation relating to the said land or the office space or the interior spaces there in or any other physical characteristics thereof, the estimated facilities/amenities to be made available to the Vendee or any purported services to be provided by the Vendor whether written or oral, made by the Vendor or its selling agent/broker or otherwise. The Vendor hereby disclaims to have made any representations, warranties, statements or estimates of any nature whatsoever, whether written or oral except those mentioned in the Conveyance Deed. No oral or written representations or statements shall be considered to be part of this Conveyance Deed and this Conveyance Deed is self – contained and complete in itself in all respects.

- F. The Vendee after fully satisfying itself with respect to the right, title and interest of the Confirming Parties in the said land, the approvals and sanctions for project "AFFORDABLE HOUSING IN PARTNERSHIP" as well as the designs specification and suitability of the construction, approached the Developer and applied for allotment of Flat No. _____, on the _____ floor in AFFORDABLE HOUSING IN PARTNERSHIP having a super built up area of _____ sq. ft. or thereabout approximately and entered into the Buyers Agreement dated _____ for purchase of the same on the terms and conditions contained therein.

G. The Vendee hereby acknowledges and agrees that the final Super Built up Area of Flat No. _____, on the _____ floor in AFFORDABLE HOUSING IN PARTNERSHIP is _____ sq. ft.

H. The construction of Flat No. _____, on the _____ floor in AFFORDABLE HOUSING IN PARTNERSHIP is now complete and the Vendee has made the payment of the agreed consideration amount and has accordingly requested the Vendor to execute the conveyance of the Office Space in its favour.

NOW THEREFORE THIS DEED BETWEEN THE PARTIES WITNESSED AS UNDER:

1. In consideration of the receipt of a sum of Rs. _____ /- (Rupees _____ only) paid by the Vendee to the Vendor towards cost of Flat space, the vendor do hereby grant, convey, transfer, assign and assure unto the Vendee by way of sale the Flat No. _____, on the _____ floor in AFFORDABLE HOUSING IN PARTNERSHIP having a super built up area of _____ sq. ft. (hereinafter referred to as the said "Flat Space"), more particularly described in the schedule, forming part of this deed; together with all ways paths, passages, rights liberties, privileges, easements and benefits to the said Flat space and subject to adherence of terms and conditions as stated hereinafter as well as the terms, conditions, stipulations and restrictions contained in the Declaration.
2. The Vendor assures the Vendors that the said office space is free from all encumbrances such as sale, gift, mortgage, disputes, attachment, lien, claims etc. and there is no legal impediment or restraint of any nature whatsoever for the transfer of the said office space to the Vendee.

3. The Vendee has already taken the possession of the said office space after having inspected and fully satisfied itself about all items of work, quality of workmanship, materials, specifications, fittings and fixtures used and/or provided therein and all other services rendered or to be rendered. And the Vendee assures the Vendor that it shall not raise any objection or make any claim against the Vendor in respect of any item of work which may be alleged to have been or not have been carried out or completed or for any other reason whatsoever and such claim objection, if any, shall be deemed to have been waived off by the Vendee.
4. The Site Plan of AFFORDABLE HOUSING IN PARTNERSHIP is annexed herewith as Annexure- 1 and the Floor Plan for the set Flat space (depicting layout of floor) is annexed herewith as Annexure – II. The Unit Plan of the said office space is and annexure herewith as Annexure- III.
5. The Vendee confirms that the Vendor shall have the first charge on the said office in respect of any amount outstanding and payable by the vendor towards any additional taxes, demands, assessments, etc. as mentioned herein above. The Vendee confirms that any amount payable by it shall be treated as unpaid sale price and the Vendor shall have the first charge on the said office space for recovery of the same.
6. The Vendee shall pay to the Vendor/their representative or/any Company being authorized agents of the vendor proportionate share per square feet every month by way of maintenance charges and expenses at actual of vendor's maintaining and managing the common parts of the said housing complex, lift and Generator including repairs if any. The maintenance charges may be revised if there is any increase in the price thereof and such increase shall be mutually agreed upon by both parties.

7. The Vendee hereby also assures, represents and warrants to the Vendor that it shall comply with the terms hereof and with all the applicable laws and statutory compliances with respect to the said office space, the said land and to any proposed construction to be raised thereon and relying on all the assurances, representations and warranties made herein by the Vendee, the vendor has also agreed to enter into this deed.
8. The Vendee shall have no ownership claim over or in respect of any open space, parking spaces, any other commercial areas, convenient shopping building and other units constructed required/permitted by the developer and all such areas which have not been specifically sold or which do not form part of the common areas set out in the Declaration. Such areas shall remain the property of the Developer/Confirming Parties, who shall be free to deal with these in accordance with the law. The Vendee shall not have any right to interfere in any manner with the booking, allotment, sale, management or resale in due course of any commercial unit or commercial development or any other construction as is required/permissible by the law under the License which are not part of the common areas or common services for the use of all the purchasers or specific set of purchasers. This clause shall survive the conveyance of the said Flat Space.

The Vendee shall only have a joint and non exclusive right of use of the Common Areas and Common Services and facilities subject to the timely payment of the maintenance charges.

9. That if any balance/enhanced/revised charges for or by whatever name called is levied with retrospective effect, including any interest thereon, by the Vendor after the execution of the conveyance deed in respect of the said project, the vendee agrees and undertake to pay such balance in hands revised charges on demand to the vendor directly or through authorized persons as the case may be on proportionate

basis in accordance with the value set out in the declaration or as may be determined by the Vendor. The Vendee shall always be responsible and liable for the payment (either directly or through its agent) of its pro-rata share of any enhanced Municipal taxes, property taxes, GST, service taxes, labour cess with any interest and or penalty their upon, any other third party statutory taxes and /or any other demands raised by the Government of Jharkhand with a view to recover cost of development with regard to sector road, state/national highways, transport irrigation facilities, environment conservation scheme, welfare or special project/scheme, etc. or in the nature of infrastructure charges and/or by whatever name called. This clause shall survive the conveyance of the said Flat space.

10. The Vendor shall have the right to make additional construction anywhere in the project to the extent permissible by the government of Jharkhand or JHARERA. The Vendee shall not raise any objection whatsoever and the vendor shall have the absolute right to transfer such additional construction in any manner whatsoever as the vendor may in its sole discretion thinks fit. The vendor shall be entitled to connect the electric, water, sanitary and drainage fittings on any additional structure/stories with the existing electric, water, sanitary and drainage fitting of the project. The Vendee shall not have any right to object to the vendor constructing or continuing with the construction of any other buildings structures in the complex for putting up additional floor to any of the existing building in AFFORDABLE HOUSING IN PARTNERSHIP or undertaking modification of any unsold units/areas therein. This clause shall survive the conveyance of the said office space.

11. The Vendee further agrees that it shall not claim any compensation or withhold the payment of any charges on the ground that the infrastructure required for the said office space is not yet complete or on any other ground whatsoever.

12. Except the terraces, if any, specifically and exclusively reserved for the use of the office space, the vendor alone shall have that absolute title and sole right to use the terraces of the various structures and the area of such terraces has not been included in the super built up area of the office space. The Vendor shall have sole right to give on lease or hire any part thereof for any purpose whatsoever including installation and operation of antenna, satellite dishes, communication Tower, other communication equipment or to use/hire/lease the same for the purpose of advertisement spaces or otherwise the vendee shall not have any right to object to or prevent the same.
13. The Vendee acknowledges and confirms that the infrastructure facilities provided by the government are beyond the control of the vendor and the Vendee shall not have a right to raise any claim or dispute against the Vendor in respect of the facilities provided by the government or any other statutory authorities.
14. The Vendee hereby also undertake to abide by all the conditions, restrictions and others stipulations imposed in respect of the said office space by virtue of license granted to the vendor for development and shall also abide by the applicable building plan and all laws, bye-laws rules, regulations and policies applicable to the said complex or as imposed or may be imposed in future under any applicable law as imposed or may be imposed in future under any applicable law. This clause shall survive the conveyance of the said office space.
15. The Vendee shall not use or allow to use the said office space for any other purpose or any activity that may cause nuisance to other purchasers/occupants of the complex. The clause shall survive the conveyance of the said Flat space.
16. The Vendee undertakes and agrees that any violation of the following shall entitle the vendor or its representative to enter into the said flat space whenever necessary and reverse such violation at the cost of the Vendee.

- i. The Vendee shall not cover or construct on the balcony (ies) and shall only use the same as open balcony (ies) and in no other manner whatsoever.
- ii. The Vendee shall not under any circumstances whatsoever, do, allow or permit any remodeling, alteration, variation, change or build upon the look, colour, design, texture, fixtures, materials or any combination thereof comprising the exterior or façade of the building.
- iii. The Vendee shall not under any circumstances do or allow any alteration/modification/changes to the structure or layout within the said Complex, save and except with the prior permission of the Vendor in writing

This clause shall survive the conveyance of the said office space.

17. The Vendee acknowledges that water pipelines/drains/electric lines provided originally for the specific purpose shall not be tampered with/disturbed without the prior written approval of the developer. Further, all lights/power point in the said Complex shall conform to the permitted/sanctioned electric load. The Vendee shall not put away any personal belongings in the common areas. The Vendee shall not place or cause to be placed in the lobbies, stairways, elevator or other areas or facilities of similar nature, both common and restricted, any furniture, packages object of any kind. Such areas shall be used for no other purpose than for normal transit through them. The Vendee shall not under any circumstances whatsoever carry out any changes/modifications/alterations that result in encroachment of common areas or that result in damage or disturbance to common areas, adjacent, upper or lower units. Putting of advertising board/neon signs, etc. on any part of the complex including internal corridor, external face and common area is prohibited. This clause shall survive the conveyance of the said flat space.

18. The Vendee shall not be entitled to claim partition of its share in the said land or the common areas and the same shall always remain undivided and impart able. This clause shall survive the conveyance of the said flat space.

19. The Vendee confirms and undertakes that the Vendee shall be liable to pay all government rates, value added taxes, state sales tax, central sales tax, works contract tax, service tax, one time building tax, luxury tax and other construction workers welfare fund and educational cess, tax on land, Municipal tax, property tax, wealth tax, taxes, fees or levies of all and any kind by whatever name called, whether paid or payable by the vendor or its contractor (including sub-contractors) and/or levied or leviable now or in the future by the government, municipal authorities or any other governmental authority on the said complex/land, as the case may be, as assessable or applicable from the date of application. The Vendee further agrees that if the said office space is assessed separately, then it shall pay the same on pro-rata basis as determined and demanded by the vendor, which shall be final and binding on the Vendee. If the said office space is assessed separately, the Vendee shall be directly to the competent authority on demand being raised by the competent authority.

20. The Vendee acknowledges and agrees that it shall continue to remain bound by such terms and conditions of the buyer's agreement which attach to the said office space and shall survive this conveyance within the meaning of section 31 of the Transfer of Property Act, 1882. All such terms and conditions of the buyer's agreement shall be deemed to be incorporated in this deed by reference and as such shall form part of this deed. The Vendee acknowledges that it shall remain bounded by all such terms and conditions of the buyer's agreement including those conditions on the said office space stipulated in clauses of this deed. That this deed is subject to all laws and notifications and rules applicable to property laws in Jharkhand.

21. The Vendor confirms having borne and paid all expenses for the completion of this conveyance deed, including cost of stamp duty, registration and other incidental charges. This conveyance deed in respect of the transaction involved herein, is valued for the purpose of stamp duty at Rs. _____ / (Rupees _____ only) in terms of the Indian Stamp Act, 1899. Any deficiency in the 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 office space conveyed by this conveyance deed shall be borne by the Vendee exclusively and the vendor shall not be liable for the same and accepts no responsibility in this regard.

SCHEDULE

(Property hereby transferred by this Deed)

A Flat space being no. _____ measuring _____ **sq. ft.** super built up area, which is _____ sq. ft. of built up area and which is _____ sq. ft. of Carpet Area at _____ Floor together with _____ sq. ft. of undivided proportionate share of land in portion of the building known as **AFFORDABLE HOUSING IN PARTNERSHIP** Holding No - _____ situated at Plot No. - 60 under Khata No. - 90; Thana No. 191, Mauza sudna, P.S. Medininagar, Dist - Palamu, which is bounded as follows:-

North:

South:

East:

West:

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THESE AND PRESENTS
ON THE DAY, MONTH & YEAR FIRST ABOVE WRITTEN IN THE PRESENCE OF THE FOLLOWING
WITNESSES:

WITNESSES:

- | | |
|----|--------|
| 1) | VENDOR |
| 2) | VENDOR |

ANNEXURE – I TO THE CONVEYANCE DEED

SITE PLAN OF AFFORDABLE HOUSING IN PARTNERSHIP

ANNEXURE – II TO THE CONVEYANCE DEED

FLOOR PLAN OF AFFORDABLE HOUSING IN PARTNERSHIP

ANNEXURE – III TO THE CONVEYANCE DEED

UNIT PLAN OF AFFORDABLE HOUSING IN PARTNERSHIP