

**PROPOSED  
CONVEYANCE DEED  
(WITH IN MC AREA)**

Sale Consideration	:	Rs.....
Stamp Duty	:	Rs...../-
e-Stamp Certificate No./date	:	_____ / _____

This deed of conveyance is executed at Faridabad on this ..... day of .....

**BY**

**Swatantra Land and Finance Pvt. Ltd. , Registered Office at A-71,  
FIEE Complex, Okhla Industrial Area, Phase-II, New Delhi-110020**

represented Through its Authorized Signatory..... son of .....R/o  
..... duly authorized vide Respective Board Resolutions dated  
....., hereinafter collectively referred to as 'Vendors',  
which expression unless repugnant to context or subject, shall mean and include their  
respective successors, assigns and representatives

**In favour of**

..... R/o- ....., hereinafter collectively referred to  
as "**Vendee(s)**", which expression unless repugnant to context or subject, shall mean and  
include their respective successors, assigns, representatives, heirs, administrators,  
nominees and executors

**AND WHEREAS** Vendor is owners of land measuring 5.775 acres situated within the revenue estate, Village Kheri Kalan, Sector-97, Faridabad, Haryana (hereinafter referred to as 'said land') vide sale deed no-2657 dated-23/08/2013.

**WHEREAS:-**

- a) Vendor has obtained License No.135 of 2019 from Directorate of Town & Country Planning, Haryana, Chandigarh for developing and setting up of plotted colony under affordable plotted housing policy 2016 DEEN DAYAL JAN AWAS YOJNA over an area measuring 5.775 acres in Village- Kheri Kalan, Sec-97 Faridabad , Haryana.
- b) The Promoter/Vendor has the right for marketing of the plots in the said Colony subsequent to its development on the entire land collectively in the shape of plots of different sizes and dimensions with specified land uses, Villas, Apartments, Commercial Units and to Realize the sale price from the intending Purchasers in accordance with the approved Layout of the said Colony.
- c) The Promoter/Vendor has the right to execute the Conveyance Deed and to get the same registered, to receive from the Purchaser/Vendee the sale price and acknowledge and give effective receipt and discharge for the same.
- d) The Promoter/Vendor has developed and set up the said Colony as per the approved Layout Plan in respect thereof by the Director, Town & Country Planning, Haryana, Chandigarh and zoning plan has also been approved by DTCP Haryana , Chandigarh , vide drawing dated 27/12/2019 on the said Land and has named it as the "\_\_\_\_\_, Faridabad, Haryana
- e) That the company has registered the said project under HARYANA REAL ESTATE REGULATORY AUTHORITY Vide Registration no \_\_\_\_\_
- f) The Promoter/Vendor is well and sufficiently entitled to sell the several plots of various sizes, dimensions and land uses forming part of the approved Layout plan of the Colony.
- g) No one except The Promoter/Vendor has any interest, right or claim of any kind in the said Plot of Land, which at the date hereof. The Promoter/Vendor has full and unrestricted right and power to convey, assign, transfer, alienate and sell the same.
- h) The Purchaser has applied to The Promoter/Vendor for allotment of a Residential Plot area measuring \_\_\_\_\_ Sq. Yards in the said Colony and the Promoter/Vendor has allotted a residential Plot No. \_\_\_\_\_ falling within Sector -97 in the said Colony situated at Vill- Kheri Kalan, Sec-97, Faridabad, Haryana as per the approved layout thereof by the Concerned Authority, (hereinafter referred to as the "Said Plot") on the terms and conditions contained in the concerned Agreement (hereinafter referred to as the "said Agreement") issued by the Promoter/Vendor in favour of the Purchaser/Vendee to his/her/their/its complete satisfaction as to the covenants enumerated therein, duly acknowledged by the Purchaser/Vendee.
- i) The Purchaser/Vendor has fully satisfied himself/herself/themselves as to the sanctions, approvals layout, NOC's etc. in respect of the development and promotion of the said Colony including that of the said Plot which has been carried out and done by the Promoter/Vendor and has now expressed his/her/their/its desire to get this Conveyance Deed thereof, executed and registered in his/her/their/its favour.



j) The Purchaser/Vendee, in terms of the Agreement has paid the agreed sale consideration of Rs. .... /-(Rupees. .... only) for the said Plot, receipt whereof The Promoter/Vendor do hereby acknowledges and is ready to convey the said plot to the Purchaser/Vendee(s) on the terms & conditions stated hereinafter:

NOW THEREFORE, THIS DEED WITNESSETH AS FOLLOWS:

**1. PROPERTY AND CONSIDERATION:**

1.1 That in consideration of the amount of Rs. .... /-(Rupees. .... only) paid by the Purchaser/Vendee to the Promoter/Vendor, the receipt whereof the Promoter/Vendor hereby admits and acknowledges, and the Purchaser/Vendee agreeing to observe and perform the covenants, stipulations, exceptions, reservations, terms and conditions herein contained and as contained in the Agreement, executed between the Promoter/Vendor and the Purchaser/Vendee, the Promoter/Vendor doth hereby convey the said Plot unto the Purchaser/Vendee together with all rights, easements and appurtenances whatsoever in the said Plot belonging or appertaining thereto TO HOLD the same by the Purchaser/Vendee.

1.2 It is clarified that the Electric, Water, Sewerage Connection charges etc. and other charges are not included in the aforesaid consideration and shall be payable by the Purchaser/Vendee in addition to the consideration of the said Plot. The Purchaser/Vendee shall pay the aforesaid amounts, on demand, to the Promoter/Vendor or the concerned authority as may be determined at the time of providing necessary connections from the Main line laid along the road servicing the Plot or as the case may be.

1.3 The cost of development of the said Plot is escalation-free, save and except increases, which the Purchaser/Vendee hereby agrees to pay due to increase in area, increase in External Development Charges, Government rates, taxes, cess etc. and/or any other charges which may be levied or imposed by the Government/Statutory Authorities from time to time.

1.4 That the vacant and peaceful possession of the said Plot has been delivered to the Purchaser/Vendee simultaneously with the signing and execution of this Deed and the Purchaser/Vendee confirms the taking over of the possession of the said Plot after satisfying himself/herself/themselves as to the area and the location of the said Plot and the Purchaser/Vendee has agreed not to raise any dispute at any time in future on this account.

1.5 The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

**2. PROMOTER/VENDOR'S COVENANTS WITH THE PURCHASER/VENDEE:**

2.1 That the absolute interest which they prefer to transfer/demise by way of this Deed subsists and that they have good right, full power and authority to convey the said Plot.

2.2 That the said Plot is free from all kinds of encumbrances such as sale, gift, mortgage, dispute, acquisition, attachment in the decree of any court, lien, lease etc.

2.3 The Promoter/Vendor will be responsible for providing internal services within the said project which inter-alia includes (i) laying of roads, (ii) laying of water lines, (iii) laying of sewer lines (iv) laying of electrical lines. However, it is understood that external or peripheral services such as water lines, sewer lines, storm water drains, roads, electricity, horticulture etc. are to be provided by the Government or the concerned Local Authority up to the periphery of the said Project.

**3. OBLIGATIONS OF PURCHASER/VENDEE:**

3.1 The Purchaser/Vendee confirms that, they have full knowledge of all laws, rules, regulations, notifications applicable to the said Plot/said Land/said colony. That the Purchaser/Vendee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Plot, all the requirements, requisitions, demands and repairs which are required by any Development Authority/Municipal Authority/Government or any other Competent Authority in respect of the said plot/said land/said Colony at his/her own cost and keep the Promoter/Vendor



indemnified, secured and harmless against all costs, consequence and all damages, arising on account of non-compliance with the said requirements, requisitions, demands and repairs.

3.2 That the Purchaser/Vendee shall not be permitted to use the service areas in any manner whatsoever and the same shall be reserved for use by the Promoter/Vendor/Maintenance Agency and its employees for rendering Maintenance Services. That the basements and service areas, if any, as may be located within the said Colony shall be earmarked by the Promoter/Vendor to house services including but not limited to Electric Sub-station, Transformers, DG sets room, Underground water tanks, Pump Rooms, Maintenance and Service Rooms fire fighting Pumps, Air-conditioning Plant and Equipments etc. and other permitted uses as per zoning/building plans.

3.3 That the Purchaser/Vendee undertakes that the said Plot shall always be used for Residential purpose only. Any change in the specified use, which is not in consonance with the theme of the said colony or is detrimental to the public interest will be treated as a breach of the condition entitling the Promoter/Vendor/Maintenance Agency to initiate and seek appropriate legal remedy against the Purchaser/Vendee for such violation.

3.4 That the Purchaser/Vendee shall have no right, title or interest in any other Plot in the said Colony except the said Plot and any other Plot which he may have taken or may hereafter take by any other Deed. Further, the Purchaser/Vendee shall have no absolute right in any of the common areas in the said Colony including the community building, open spaces etc. development and/or to be developed by the Promoter/Vendor in the said Colony. The Purchaser/Vendee or any other person(s) claiming through the Purchaser/Vendee shall not be entitled to bring any action for partition or division of the said area and facilities, or any part thereof. The Vendee shall only have the right of ingress/egress, over or in respect of open spaces, and/or any of the common areas in the, "\_\_\_\_\_", Faridabad, Haryana such as parks, community building, etc. The Purchaser/Vendee doth hereby agree and confirms that Purchaser/Vendee shall not create any blockages, elevations, constructions in the common area and shall indemnify the Promoter/Vendor for its acts of omission or commissions in this regard.

3.5 That the Purchaser/Vendee hereby undertakes and confirms that he/she shall construct the building on the said plot as per the approved layout and building plans in respect thereof within the stipulated time therefore prescribed by the Concerned Authority failing which the Purchaser/Vendee agrees to be liable for and bear payment of any penalty, impositions etc., imposed by the Competent Authority and further undertakes to keep the promoter/Vendor indemnified in this regard.

3.6 That the Purchaser/Vendee shall not make noise pollution by use of loudspeaker or otherwise and/or throw or accumulate rubbish, dust, rags, garbage etc. anywhere in the said Colony; save and except at areas/places specifically earmarked for these purposes in the said Colony.

3.7 The Purchaser/Vendee, after taking possession or deemed possession of the said Plot, as the case may be, or at any time thereafter have no objection to the Promoter/Vendor of other plots developing or continuing with the development of other Plots adjoining the said Plot sold to the Plot Purchaser/Vendee.

3.8 The said Project shall always be known as "\_\_\_\_\_", Faridabad, Haryana and this name shall never be changed by the Purchaser/Vendees or anybody else.

#### 4. RATES, TAXES, DUTIES AND USER CHARGES FOR FACILITIES:

4.1 The Purchaser/Vendee hereby undertakes to pay directly to the Local Government/Central Govt./Local Authority or the existing or to exist in future all rates, taxes, charges and assessments of every description including Cess etc., which are now or may at any time hereafter be assessed, charged or imposed upon the said Plot and building constructed thereon, from time to time and at all times from the date of allotment of the said Plot by the Promoter/Vendor.

4.2 The Purchaser/Vendee further agrees and undertakes to pay any amount demanded or expenses incurred by the Promoter/Vendor for providing external development works not provided by the Authority at its own cost.

4.3 The Purchaser/Vendee undertakes to pay to the Promoter/Vendor, on demand, any liability, as may be demanded/imposed by any Competent Authority even with retrospective effect in the shape and manner of any increase in the External Development charges/any other charges levied, by whatever name called or in whatever form, existing or to exist in future all rates, taxes, charges and assessments of every description including cess etc., which are now or may at any time hereinafter be assessed, charged or imposed upon the said Plot and building constructed thereon/said Colony, from time to time and at all time from the date of allotment of the said Plot by the Promoter/Vendor and with all such conditions imposed by



the Haryana Government and/or any competent authority(ies) and such increase in External Development Charges/any other charges shall be borne and paid by the Purchaser/Vendee in proportion to the area of the said Plot to the total area of all the Plots in the said Colony as determined by the Promoter/Vendor and any such unpaid charges shall be treated as unpaid sale price of the said Plot and the promoter/Vendor shall have the first charge/lien on the said Plot for recovery of such charges from the Purchaser/Vendee.

4.4 The Purchaser/Vendee specifically agrees to pay directly or if paid by the Promoter/Vendor then reimburse to the Promoter/Vendor on demand any Govt. levies, Property Taxes, other charges etc. including Cess leviable in future on the said Land and/or project developed/constructed on the said Land or the said Plot, as the case may be, as assessable/applicable in respect of the said Plot and the same shall be borne and paid by the Purchaser/Vendee in proportion to the area of the said Plot to the area of all the entire Plots in the said Colony as determined by the Promoter/Vendor.

4.5 That the Purchaser/Vendee hereby agrees to pay the following other charges on demand to the Promoter/Vendor.

4.5.1 That the standard of internal development has been defined by the Promoter/Vendor and in case of any change at a later stage in the specifications of internal development thereby resulting in the Promoter/Vendor incurring any extra charges on account of such changes, the same shall be recovered on pro rata basis from the Purchaser/Vendee and shall be payable as and when demanded by the Promoter/Vendor.

4.5.2 The Electricity Load for the entire project will be obtained from Concerned Electricity Authority by the Promoter/Vendor or as the case may be, and the cost of installation of Sub-Station/Power House/Transformers shall be charged extra on pro rata basis and shall be payable by the Purchaser/Vendee on demand.

4.5.3 That the other charges such as individual Electricity Connection charges including deposit and Meter charges, individual Water Connection charges from the Main supply line, individual Sewerage Connection charges from the said Plot to the Main Sewerage line and Storm Water Connection charges from the said plot to the main line and Malba charges etc. shall be borne by the Purchaser/Vendee.

4.5.4 If any provision of the existing and future Laws, guidelines, directions etc. of any Government or the Competent Authorities made applicable to the said Plot/said Project requiring the Promoter/Vendor to provide pollution control devices, effluent treatment plant etc. in the said Project, then the cost of such additional devices, equipments etc. shall also be borne and paid by the allottee/vendee on pro-rata basis as and when demanded by the Promoter/Vendor.

4.6 The Promoter/Vendor alone shall be entitled to obtain the refund of various securities deposited by it during development of the Project with various Governmental/Local Authorities for electric, sewer connection and other development work etc..

#### 5. MAINTENANCE

5.1 In order to provide necessary maintenance services, the Promoter/Vendor may, upon completion of the said Colony, hand over the maintenance of the said Project to anybody-corporate, association etc. (hereinafter referred to as "Maintenance Agency") as the Promoter/Vendor in its sole discretion may deem fit. The maintenance, up deep, repairs, lighting, security etc., of the said Colony including common areas, landscaping and common lawns, water bodies of the said Colony will be organized by the Promoter/Vendor or its nominated Maintenance Agency.

The Purchaser/Vendee agrees and consents to the said arrangement. The Purchaser/Vendee undertakes to pay maintenance charges which shall be fixed by the Promoter/Vendor or its nominated Maintenance Agency from time to time depending upon the maintenance cost. The Purchaser/Vendee shall be liable to pay interest at the rate of 24% per annum for non-payment of any of the charges within the time specified, failing which the Purchaser/Vendee shall be disentitled to the enjoyment of common services including electricity, water etc.

5.2 That the Purchaser/Vendee(s) shall be under obligation to execute a separate Maintenance Agreement with the promoter/Vendor or the Maintenance Agency at the time of Conveyance Deed, if not already executed, with regard to terms and conditions of maintenance of the said Colony and shall be bound by the rules & regulations as described in the Maintenance Agreement. The said Maintenance Agreement shall, inter alia, define the scope of maintenance of & provisions for various services & facilities in the said Colony, the Charges Payable by the Vendee(s) in respect thereof and penalties and conditions for withdrawal, curtailment and discontinuation of the facilities and amenities being provided by the promoter/Vendor or Maintenance Agency, for non/belated payments thereof.



5.3 The Purchaser/Vendee shall also be liable to pay to the Promoter/Vendor the charges on pro-rata basis as may be determined by the Promoter/Vendor or its nominated Maintenance Agency, for maintaining various services and facilities in the said Residential Colony where the said Plot is situated until the same are handed over to a local Body/Authority for maintenance. All such charges shall be payable and be paid by the Purchaser/Vendee to the Promoter/Vendor/maintenance Agency periodically as and when demanded by the Promoter/Vendor/ Maintenance Agency. The pro-rata share so determined by the Promoter/ Vendor/ Maintenance Agency shall be final and binding on the Purchaser/Vendee.

5.4 The Purchaser/Vendee shall deposit the interest free maintenance security (IFMS) as per the schedule of payment given in Letter of Allotment/Builder Buyer Agreement and to always keep it deposited with the Promoter/Vendor/Maintenance Agency.

5.5 The Promoter/Vendor shall have the right to transfer the IFMS of the Purchaser/Vendee(s) to the Maintenance Agency/ Association of Plot owners as the Promoter/Vendor may deem fit, after adjusting there from any outstanding maintenance bills and/or other outgoings of the Purchaser/Vendee at any time upon execution of the Conveyance Deed and thereupon the Promoter/Vendor shall stand completely absolved/discharged of all its obligations and responsibilities concerning the IFMS including but not limited to issues of repayment, refund and/or claims, if any, of the Purchaser/Vendee on account of the same.

5.6 The Promoter/Vendor or Maintenance Agency and their representatives, employees etc. shall be permitted at all reasonable times to enter into and upon the said Plot and/or building constructed thereon for carrying out any repair, alterations, cleaning etc., or for any other purpose in connection with the obligations and rights under this Allotment including for disconnections of the electricity and water and/or for repairing/changing wires, gutters, pipes, drains, part structure etc. The Purchaser/Vendee agrees to give notice of the provisions of this clause to his/her/their tenants, if any.

5.7 The common areas and facilities shall remain under the control of the Promoter/Vendor whose responsibility will be to maintain and upkeep the common areas and provide common amenities until the same are transferred/assigned to Faridabad Municipal Corporation, Faridabad or any other competent body or any other Maintenance Agency.

#### 6. MORTGAGE

6.1 That in case the Purchaser/Vendee(s) has availed loan facility for the purchase of said Plot, the Purchaser/Vendee hereby covenants with the Promoter/Vendor that after the execution and registration of Conveyance Deed regarding the said Plot, the original Conveyance Deed shall be received by the Promoter/Vendor on behalf of the Purchaser/Vendee(s) from the registration office directly and shall be deposited with the concerned financier/banker to create equitable mortgage thereon in accordance with the Banking Rules & Regulations.

#### 7. TRANSFER OF DEMISED PLOT

7.1 The Purchaser/Vendee further assures that whenever the title of Purchaser/Vendee in the said Plot is transferred in any manner whatsoever, such subsequent transferee shall be bound by all covenants and conditions contained in this Deed and concerned Agreement and the Maintenance Agreement referred to elsewhere herein and subsequent transferee be answerable in all respects thereof in so far as the same may be applicable to, affect and relate to the said Plot. Apart from this the Purchaser shall be liable to pay the transfer fee/ administrative charges as determined by the Promoter Company.

7.2 That whenever the title of the said Plot is intended to be transferred in any manner whatsoever, the transferor and proposed transferee shall prior to execution & registration of transfer deed obtain NOC from the Promoter/Vendee and/or Maintenance Agency. It will be the responsibility of the transferor to pay the outstanding maintenance and other charges payable to the Maintenance Agency before effecting the transfer of the said Plot failing which the transferee shall have to pay the outstanding dues of the Maintenance Agency before occupying the said Plot.

7.3 In the event of death of the Purchaser/Vendee, the person on whom the rights of deceased devolve shall, within three months of devolution, give notice of such devolution to the Promoter/Vendor and the Maintenance agency and get the necessary entries made/done in the record of Promoter/Vendor/Maintenance Agency on payment of prescribed fee. The person on whom the rights of the deceased shall devolve will be liable for payment of outstanding maintenance and other amounts due to the Maintenance Agency, Authority and or any other Government Agency.



7.4 The person on whom the title devolves or his/her/their/its transferee, as the case may be, shall provide to the Promoter/Vendor and the Maintenance Agency the certified copies of document(s) evidencing the transfer or devolution.

7.5 The Purchaser/Vendee shall not sub-divide or amalgamate the said Plot with any other Plot in the said Residential Colony without taking prior approval of the Promoter/Vendor/Concerned Competent Authority.

7.6 The terms and conditions contained herein shall be binding on the Occupier of the said Plot and default of the Occupier shall be treated as that of the Purchaser/Vendee, unless context requires otherwise.

7.7 That whenever the title of said Plot is intended to be transferred in any manner whatsoever, the transferor and proposed transferee shall within 30 days of transfer give notice of such transfer in writing to the Promoter/Vendor and the Maintenance Agency. It will be the responsibility of the transferor to pay the outstanding maintenance and other charges payable to the Maintenance Agency and transfer fee/ administrative charges as determined by the Promoter before effecting the transfer of said Plot failing which the transferee shall have to pay the outstanding dues of the Maintenance Agency before occupying the said Plot.

#### 8. GENERAL

8.1 The Purchaser/Vendee shall get his/her/their/its complete address registered with the Promoter/Vendor at the time of booking and it shall be his/her/their/its responsibility to inform the Promoter/Vendor by Registered AD letter about all subsequent changes, if any, in his/her/their/its address. The address given in the application for allotment of the said Plot shall be deemed to be the Registered Address of the Purchaser/Vendee until the same is changed in the manner aforesaid.

8.2 In case of joint Purchaser/Vendees, all communication shall be sent by the Promoter/Vendor to the Purchaser/Vendee whose name appears first and at the address given by him/ it shall for all purpose be considered as served on all the Purchaser/Vendee(s) and no separate communication shall be necessary to the other named Purchaser/Vendee(s).

8.3 All letters, receipts, and/or notices issued by the Promoter/Vendor or its nominee and dispatched Under Certificate of Posting /Regd. AD/Speed Post/ Courier Service to the last known address of the Purchaser/Vendee shall be sufficient proof of receipt of the same by the Purchaser/Vendee and which shall fully and effectually discharge the Promoter/Vendor/nominee. discharge the Promoter/Vendor/nominee.

#### 9. CONSIDERATION/VALUATION FOR PURPOSE OF STAMP DUTY

9.1 That the Purchaser/Vendee has borne all expenses for the execution and registration of this Deed including cost of Stamp duty, registration and other incidental charges. This Conveyance Deed in respect of the transaction involved herein, is valued for Rs. .... /-(Rupees. .... only) (rounded off) the purpose of stamp duty in terms of the Indian Stamp Act, 1899 and accordingly the stamp duty is being paid thereon. 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 Plot Conveyed by this Deed shall be borne by the Purchaser/Vendee(s) exclusively and the Promoter/Vendor accept no responsibility in this regard.

**AND WHEREAS** Vendee(s) wished to purchase Plot No. .... situated in residential area of said colony (hereinafter referred to as said plot), to which Vendors agreed and an agreement dated ..... was executed between Vendor and Vendee(s) in this regard. In furtherance to aforesaid agreement, parties hereto are now executing this sale deed for completing the sale of said plot to Vendee(s).

#### SCHEDULE OF PLOT

All the rights, title and interest of the Promoter/Vendor into and upon that piece and parcel of land having an area measuring ..... Sq. yards being Plot No. .... falling within Sector-97, in the

said Colony situated at Village Kheri Kalan , Sector-97, Faridabad Haryana as per the approved layout thereof by the concerned Authority.

Said plot is bounded as under:

By North : .....  
By East : .....  
By South : .....  
By West : .....

IN WITNESS WHEREOF the parties have here to set their hands on the day, month and year first above written.

**WITNESSES:**

1.

For Swatantra Land and Finance Pvt. Ltd.  
through its \_\_\_\_\_

(Confirming Vendor)

\_\_\_\_\_  
(PROMOTER/VENDOR)

2-

(\_\_\_\_\_)

(PURCHASER/VENDEE)