

CONVEYANCE DEED

This Deed of Conveyance made at Pune on _____ day of _____ 2020 (Two Thousand and Twenty)

BETWEEN

ARMY WELFARE HOUSING ORGANISATION (hereinafter referred to as the “**AWHO**”) a society registered under the Societies Registration Act XXI of 1860 at New Delhi bearing registration No. S/9142 of 1978 dated 20/03/1978, having its head office at AWHO, South Hutments, Kashmir House, Rajaji Marg, New Delhi 110 011 and its Project office at AWHO Pune, Near HQ Dakshin Maharashtra & Goa Sub Area, Jijamata Marg, , Pune Camp, Pune-411 001 PAN No : AABTA4251G

.....hereinafter referred to as the “**TRANSFEROR**”,
(which expression shall unless repugnant to the context requires otherwise includes its successors and assigns)

.. OF THE ONE PART

AND

1. _____

Age: Adult/Years , Occupation : _____/Service

PAN No : _____

Residing at : _____

.....hereinafter referred to as the “**ALLOTTEE**”
(which expression shall, unless inconsistent with the context or meaning his heirs, executors, administrators, legal representatives and permitted assignees),

2. MRS. _____

Age: Adult, Occupation: _____

Both residing at: _____

.....hereinafter referred to as the “**ALLOTTEE**”/”**JOINT REGISTRANT**”
(which expression shall, unless inconsistent with the context or meaning her heirs, executors, administrators, legal representatives and permitted assignees)

.. OF THE OTHER PART

WHEREAS, the Transferor is a Welfare Organization formed with an object to offer and provide accommodation to the Army Personnel including Ex-Servicemen, as per its Master Brochure, (as amended) on “**No profit No Loss**” basis.

AND WHEREAS in furtherance of its object, the AWHO had purchased from various land owners under 02 sale deeds, all that piece and parcel of land bearing GAT No 1454/1, 1454/2 & 1455 and measuring 84643 Square Meters at Mauze Wagholi, Taluka : Haveli, District : Pune - 412 207 within the limits of Pune Metropolitan Region Development Authority (PMRDA), Pune, together with all the appurtenances and things attached or reputed to be attached thereto and also all the easementary rights for the beneficial use of the land described in Schedule No. I hereunder, (hereinafter referred to as the said land), for the purpose of constructing buildings for residential users in phased manner

AND WHEREAS Promoters i.e. AWHO obtained the Non-Agricultural use permission of the said property vide its order No. PMRDA/NA/SR/05/2015 dated 18/09/2015.

AND WHEREAS, Maharashtra Real Estate Regulatory Authority (RERA) has granted permission for Registration under Section 5 of the Act to the said Project under Project Registration Number : P52100009408 for the said Project : AWHO Vijay Vihar.

AND WHEREAS The plan of the building upon said entire land have been sanctioned by the Pune Metropolitan Regional Development Authority (the “PMRDA”) vide **Commencement Certificate** No. PHA/Mauje Wagholi/ GAT No 1454 1 & 2, 1455/2574 dated 23/12/2015.

AND WHEREAS The Pune Metropolitan Regional Development Authority (the “PMRDA”) have issued **Occupation Certificate/ Part Occupation Certificate** vide No _____ dated _____.

AND WHEREAS the Transferor has constructed 12 buildings numbered **A, B, C, D, E, F, G, H, J, K , L & M** known to as **AWHO VIJAY VIHAR** in the first phase on part of the said land comprising of 728 flats of different sizes.

AND WHEREAS the Allottee had applied to Transferor, for allotment of a flat of _____ **Type in** Building “_____” by filling the application form/MASTER BROCHURE and the Transferor has allotted to the said Allottee a Flat bearing No. _____ (hereinafter referred to as the “the flat”) on the _____ Floor in the said ‘____’ Building and measuring about _____ Square Feet, Super Built-up area and the Car Parking Space No _____(CPB/CPS/CCPP) measuring about _____ Square Feet and Additional Car/Scooter Parking Space _____(CPS/TCPS/CCPP/OCP/SPS) measuring about _____ Square Feet (hereinafter referred to as the “said parking”) in the said building. The said flat and the said parking are more particularly described in Schedule II written hereunder.

AND WHEREAS the Transferor has agreed to sell and to convey right, title and interest in the said flat and the Car parking space more particularly described in Schedule II hereunder written to and in favour of the Allottee at cost and on “**No Profit No Loss**” basis.

AND WHEREAS the Allottee has paid the entire agreed cost of Rs. _____/- (Rupees _____ only) and the same has been received by the Transferor in full, the receipt of which the Transferor both hereby admit and acknowledges.

AND WHEREAS in consideration of receipt of the entire price it is expedient to execute a sale deed thereby conveying the right, title and interest of the Transferor in the Flat No _____, Car Parking Space No _____admeasuring about _____sq ft , (CPB/CPS/CCPP) to the Allottee on terms, conditions and covenants as are contained hereinafter:

NOW THIS CONVEYANCE DEED WITNESSETH AS FOLLOWS:-

1. That in consideration of payment of the aggregate cost of Rs. _____/- (Rupees _____ Only), paid by the Allottee to the Transferor on or before the execution of these presents, receipt whereof the Transferor acknowledges, the Transferor both hereby sells and transfers to the Allottee all that piece and parcel of Flat bearing No. _____(hereinafter referred to as the "the flat") on the _____ Floor in the said "_____" building and measuring about _____Square Feet. Super built up area and the Car parking space No. (CPB/CPS/CCPP) and measuring about _____ Square Feet. (hereinafter referred to as the "said parking") in the said building, along with undivided share in common areas, passages and common facilities herein, subject to the covenants and conditions herein contained. The said flat and the said parking is more particularly described in Schedule II written hereunder, with all rights, titles, interests, easements and appurtenances whatsoever to the flat and the scooter parking space TO HAVE AND TO HOLD the flat, the said parking space as the owner along with undivided share in common portions, passages, open land and common facilities in and of the said building '_____' Block subject to the covenants and conditions given hereinafter.
2. Till the time of execution of these presents the Transferor has already allotted the Flat and the Car parking space to the Allottee and the Allottee is in peaceful and vacant possession of the Flat, and the Car Parking Space and the Transferor hereby covenant that the Allottee shall from the time of execution of these presents to be in possession of the Flat, and the Car parking space and to hold and enjoy of the same as the owner thereof without any interruption and disturbance by the Transferor or any person claiming through or under them.
3. The Allottee shall, at all times duly perform and observe all the covenants and conditions contained in the said Master Brochure and observe the same as applicable and relating to the said land and the super structure standing thereon and upon formation of Welfare Maintenance Society shall strictly observe the bye laws and rules and regulations of such society.
4. In the event of death of the Allottee the person on whom the title of deceased devolves shall within three months of the devolution, give notice of such devolution to the Transferor.
5. The Allottee shall from time to time and at all times bear, pay and discharge either individually or along with other Allottees, local government/ Central Govt, Local Authority all existing or future rates, taxes, charges, land revenue, assessment and outgoing including building / Society maintenance charges of every description and any increase thereof which are now or may at any time hereinafter during the continuance of this deed be assessed, charged or imposed upon the Flat and the land including and the scooter parking space.

6. That no alteration or addition shall at any time be made to the flat, facade or elevation of any building or erection erected and standing on the land or architectural features thereof except with the previous written permission of the Transferor (AWHO). The Allottee shall also obtain No Objection Certificate from the Transferor (AWHO) before selling the property or creating a lien thereon.
7. The Allottee shall not in any manner whatsoever encroach upon the common land areas and facilities and services. All unauthorized encroachments made by the Allottee shall be liable to be removed at their cost.
8. The Allottee will become member of the Society that will be formed by all the Allottees of other flats for maintaining and managing the buildings, amenities, common facilities etc. in the said **AWHO VIJAY VIHAR**” constructed by the Transferor and shall be bound and obliged to observe all the rules and bye-laws of the Society formed and shall pay all the dues and charges, incidental expenses to be fixed by the society formed for maintaining the buildings, all the common land, common areas and facilities of the building including undivided interest of the Transferor.
9. The Allottee, shall contribute and pay proportionately his/her share to the cost of establishing and maintaining civic amenities such as roads, water, drainage, security, electricity, garbage disposal, sewage, conservancy for the land etc., regardless of the extent or benefit derived by him/her from such amenities with effect from such amenities.
10. The Allottee hereby agrees that the Transferor shall be exclusively entitled to use the residual of the Floor Space Index (FSI) if any available on the said land and the additional FSI that may be granted or sanctioned by the local authority for the said purpose on the said land in favour of the Transferor. The Allottee shall not claim any right, title or interest in the said residual FSI or any additional FSI and the Transferor alone shall have the right to consume the same by constructing additional building/s or by causing vertical or horizontal expansion to the existing building as the case may be.
11. All the expenses for the stamp duty, registration charges and all other incidental charges required for execution and registration of these presents have been borne and paid by the Allottee.

12. If the Allottee is found to have obtained the allotment of the Flat, and the Car Parking Space or the occupation or possession of the Flat or the Car parking space by any misrepresentation of facts, mis-statement or fraud in that event the Transferor shall terminate these presents immediately without giving any notice to the Allottee in that behalf and shall take back the possession of the Flat and the Carr parking space and the Allottee in such an event shall not be entitled to claim any compensation in respect thereof.
13. The Managing Director AWHO or any other officer duly authorized on behalf of the Transferor shall be entitled to exercise and to do all powers, things, acts, deeds on behalf of the Transferor under these presents.
14. "Right of Way" to Phase-II land will be provided through Phase-I land whether Phase-II is constructed by AWHO or Phase-II land is sold to third party for construction by them.
15. Allottees or owners of dwelling unit in Phase-II will have lien on the common amenities and services constructed in Phase-I.
16. Allottees or owners of Phase-I, will have no lien on the Ph-II land, which is 2.05 Acres as described in Schedule-III hereinafter. This piece of land shall remain under the ownership and control of HQ AWHO, till its final disposal/ development.
17. All allottees of Phase-II whenever launched in future shall be part of the RWA of Phase-I, and a common RWA shall be formed comprising of both Phase-I & Phase-II allottees.

SCHEDULE I

All that piece and parcel of vacant plots of land bearing Gat. No. 1454/1, 1454/2 & 1455 and measuring about 84643 Square Meters of the layout of the land situated, lying and being at "**AWHO VIJAY VIHAR**" **Mauze : Wagholi, Taluka : Haveli, District : Pune-412 207**, within the limits of the Sub-Registrar of Registration District Pune and bounded as follows:-

On or Towards West by: Road. Gat No 1453 & 1454 (Part)

On or Towards South by: Road. Gat No 1455 (Part) and adjoining road

On or Towards East by: Road Gat No 1541.

On or Towards North by: Road. Gat No 1460 & 1456

SCHEDULE II

(Description of Building, Flat, and Scooter Parking)

1. Flat No. _____ and admeasuring about _____ Square Feet, Type_____, situated on the _____ Floor, ' _____ ' Building of **AWHO VIJAY VIHAR ”**

2. Car Parking Space No. (CPB/CPS/CCPP)_____ and admeasuring about _____ Square Feet.

SCHEDULE - III

All that piece and parcel of 2.05 acres of land bearing GAT No _____, located within and forming Part of land admeasuring _____ sq mtr mentioned in Schedule-I above

SIGNED, SEALED and DELIVERED by the within named

TRANSFEROR

ARMY WELFARE HOUSING ORGANISATION

} For AWHO

SIGNED and DELIVERED by within named

ALLOTTEE

1. _____

} (Allottee)

2. MRS. _____

} (Joint Registrant)

in the presence of

1.

2

NOTE:-

1. DRAFT SALE DEED IS DULY VETTED BY ADVOCATE. HOWEVER ALLOTEES CAN RE-VERIFY IF THEY SO DESIRE.

2. DETAILS OF ADVOCATES AVAILABLE FOR GETTING THE REGN OF DUs ARE AS UNDER:-

- (a) Adv Sanjay Pingale
 - (i) Mob No – 9422313802/ 9922285530
 - (ii) E-mail ID – advsanjaypingale29@gmail.com
- (b) Adv Rajendra Pingala
 - (i) Mob No – 9881548420/ 7798256263
 - (ii) E-mail ID – advrajendrapingale@gmail.com
- (c) Mrs Gauri Lele
 - (i) Mob No – 8605003533/ 9322722494
 - (ii) E-mail ID – tviriawagholi@gmail.com
- (d) Adv Sanjay J Gaikwad
 - (i) Mob No – 9422005233
 - (ii) E-mail ID – advsanjaygaikwad@yahoo.com
- (e) Adv Aslam Pirgade
 - (i) Mob No – 9422308315
 - (ii) E-mail ID – adv.pirjadshaikhassociate@gmail.com
- (f) Adv Prasad Shivarkar
 - (i) Mob No – 9561874008
 - (ii) E-mail ID –
- (g) Adv Kaivalya S Gaikwad
 - (i) Mob No – 9657156777
 - (ii) E-mail ID – Kaivalya_2007@yahoo.co.in
- (h) Adv Jaysinghrao Shamrao Gapate
 - (i) Mob No – 9423016599/ 9623490150
 - (ii) E-mail ID – advgapate@gmail.com
- (j) Adv Maruti Patil
 - (i) Mob No – 9923944404
 - (ii) E-mail ID – sales@tanishkaadvisory.in

3. IT IS NOT MANDATORY FOR THE ALLOTEES TO GET THEIR DUs REGISTERED THROUGH ADVOCATES MENTIONED ABOVE. THEY CAN GET THEIR DU REGISTERED FROM ADVOCATE OF OWN CHOICE.