

## CONVEYANCE DEED

1.	NAME OF VENDEE (S)	
2.	ADDRESS OF VENDEE (S)	
3.	PROPERTY NO. AND DETAILS	
4.	SEGMENT/ BLOCK (NAME & CODE)	
5.	VILLAGE/ CITY (NAME & CODE)	
6.	CARPET AREA	_____Sq. mtrs./ _____Sq. ft
7.	TRANSACTION VALUE	
8.	STAMP DUTY	
9.	STAMP NO. & DATE	
10.	COMMERCIAL OR RESIDENTIAL :	Residential

This Conveyance Deed (the '**Deed**') is made at Gurugram on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

### BY AND BETWEEN

**Tata Housing Development Company Limited, (PAN CARD NO. \_\_\_\_\_) a company**

incorporated under Companies act 1956 and under the provisions of the Companies Act, 2013, having its registered office at Times Tower, 12th Floor, Kamala Mills Compound, Senapati Bapat Marg, Lower Parel (West) Mumbai 400 013 and having its regional office at Flat No. GF-3, Naurang House Plot No. 5, Block No. 134, 21, Kasturba Gandhi Marg, New Delhi 110 001, represented by its authorised signatory, \_\_\_\_\_ (**AADHAR NO.** \_\_\_\_\_), authorized vide board resolution/letter of authority/power of attorney dated \_\_\_\_\_ (hereinafter referred to as the **"Vendor"**, which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) of the **FIRST PART**;

**AND**  
(FOR INDIVIDUALS)

Mr/Ms/Mrs. \_\_\_\_\_  
R/o \_\_\_\_\_

**OR**  
(FOR FIRMS)

M/s. \_\_\_\_\_ a partnership/ proprietorship firm duly registered and having its office at \_\_\_\_\_ through its Authorised Signatory Partner/ Sole Proprietor Mr. / Ms. / Mrs \_\_\_\_\_  
R/o \_\_\_\_\_

**OR**  
(FOR COMPANIES)

M/s. \_\_\_\_\_ a Company duly registered under Companies Act, 1965 having its registered office at \_\_\_\_\_ through its duly Authorised Signatory Mr. / Ms. / Mrs \_\_\_\_\_ authorized by board resolution dated \_\_\_\_\_

**JOINTLY WITH\***

Mr/Ms/Mrs. \_\_\_\_\_  
\_R/o \_\_\_\_\_

\*(To be filled up, if the allotment is in the joint names)

# ( Strike out whatever is not applicable)

hereinafter jointly and severally referred to as the **'Vendee(s)'** (which expression unless

Vendor

Vendee/s

excluded by or repugnant to the context or meaning thereof, shall mean and include his/her/its heirs, executors, administrators, successors and legal representatives) of the **SECOND PART**. The expressions, the "**Vendor**" and the "**Vendee(s)**" are hereinafter individually referred to as the "**Party**" and jointly as the "**Parties**".

In this Deed, unless the context requires otherwise reference to the singular includes a reference to the plural and vice versa.

**WHEREAS:**

- A.** Three companies namely Gurgaon Infratech Pvt. Ltd., Ardent Properties Pvt. Ltd., and Landscape Structures Private Ltd. (hereinafter referred to as the "**Erstwhile Owners**") were the absolute owner of and are seized and possessed of and otherwise well and sufficiently entitled to the property in the name of "Primanti", situated at Village Fazalpur Jharsa, Sector 72, Tehsil and District Gurugram admeasuring about 36.25 acres or thereabouts, more particularly described in the **First Schedule** hereunder and hereinafter referred to as the said "**Larger Property**".
- B.** The Director, Town and Country Planning, Chandigarh, Haryana (DTCP) has issued Group Housing license bearing No. 155 of 2008, dated 14 August, 2008 in favour of M/s. Gurgaon Infratech Pvt. Ltd. (formerly Unitech Infratech Pvt. Ltd.) and License bearing No. 200 of 2008, dated 8 December, 2008 in favour of Landscape Structures Private Limited and Ardent Properties Private Limited for development for the development of a residential group housing colony on the said Larger Property.
- C.** The Group Housing License 155 of 2008 was originally applied by Unitech Infratech Pvt. Ltd. and was received from DTCP under the name of Unitech Infratech Pvt. Ltd. Thereafter on 6 March, 2009, the company name of "Unitech Infratech Pvt. Ltd." was changed into "Gurgaon Infratech Pvt. Ltd." and the same was recorded with the Registrar of Companies.
- D.** The Erstwhile Owners and the Vendor had entered into a Joint Development Agreement dated 24 February 2011(hereinafter referred to as the said "**JDA**") to jointly develop the said Larger Property as a residential group housing colony. The Erstwhile Owners have also executed a Power of Attorney in favour of the Vendor dated 3 September 2010 (hereinafter referred to as the "**said POAs**"). By virtue of the said JDA and said POAs executed with the Erstwhile Owners,

Vendor

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the Vendor is now become seized and possessed of and otherwise well and sufficiently entitled to develop the said Larger Property.

- E.** The Erstwhile Owners and the Vendor had jointly commenced development of the said Larger Property in a phased manner, consisting of high rise residential buildings, executive floors, villas, convenient shopping, apartments for Economically Weaker Section (EWS), Nursery/ Primary School and community building/ club house in accordance with the plans, elevations, sections and other details as duly approved by DTCP in Building Approval Plan bearing no. Memo No. ZP 540/ JD(BS)/ 2011/ 2963 dated 10<sup>th</sup> March 2011 and revised Building Approval Plan bearing no. Memo No: ZP-540/AD(RA)/2014/ 16568 dated 28 July, 2014.
- F.** The Vendor also complied with the policy for change of developer which came in force in the year 2015 by the Government of Haryana. The Vendor has complied with the policy and executed the required necessary Collaboration Agreement(s). Accordingly, Gurgaon Infratech Pvt. Ltd. and Landscape Structures Private Limited has been merged with the Vendor.
- G.** Pursuant to the above, vide order dated 29 April, 2016 of the High Court at Bombay, the Erstwhile Owners, Gurgaon Infratech Private Limited and Landscape Structures Private Limited stands merged with the Vendor. The proportionate share of Ardent Properties Private Limited in the said Larger Property stands de-merged with the Vendor. Now, the License bearing No. 155 of 2008 has been renewed until 13 August, 2018 and License bearing No. 200 of 2008 has been renewed until 7 December, 2018, both in the name of the Vendor.
- H.** Now the Vendor is developing the land area of admeasuring 16.1885 acres/ 65512.53 sq. mtrs. (including area of 10379.97 sq. mtrs., referred as "Building Area") being part of the Larger Property and more particularly described in **Second Schedule** hereto and hereinafter referred to as the "**said Land**", under a new phase (hereinafter referred to as the "**Phase II Project**"). The said Phase II Project would comprise of a multi storeyed building/s and structures thereon consisting of flats, apartments, tenements, units and premises of all kinds, for residential, and/or any other authorized use, together with provision of parking spaces and other necessary amenities and services thereto, for the purpose of selling, leasing or otherwise transfer the same to prospective purchasers, lessees and other transferees, at his own risk and responsibility.

Vendor

Vendee/s

- I. The Phase II Project has received Occupation Certificate issued by competent authority vide memo No. \_\_\_\_\_ in respect of the building/s and structures where the said Unit (as defined hereinbelow) is situated. The Vendor has informed the Vendee(s) of the same. A copy of occupation certificate is enclosed herewith as **ANNEXURE -A.**
- J. The Vendee(s) being desirous of owning a residential unit in the Phase II Project more particularly detailed and described in **Third Schedule** (hereinafter referred to as the said "**Unit**"), along with \_\_\_\_\_% right in common areas to the extent envisaged hereunder and stipulated undivided interest in the said Land wherein the Phase II Project has been developed by the Vendor had entered into Apartment Buyer's Agreement dated \_\_\_\_\_ executed at \_\_\_\_\_ ("Agreement"), wherein the said the Vendor had agreed to sell and transfer to the Vendee(s) the Unit as set out in the said Agreement for a Sale Consideration of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only). The Vendor has also allotted and earmarked \_\_\_\_\_ car parking spaces bearing for the exclusive use and enjoyment of the Vendee(s).
- K. The authenticated copy of the floor plan of the said Unit purchased by the Vendee(s), as sanctioned and approved have been annexed and marked as **ANNEXURE -B.**
- L. The Vendor has registered the Deed of Declaration dated \_\_\_\_\_ vide Registration No. \_\_\_\_\_ entered in page No. \_\_\_\_\_ of Volume No. \_\_\_\_\_ in Book No. with the \_\_\_\_\_, under Section 11(2) of the Haryana Apartment Ownership Act, 1983.
- M. The Vendor has also represented to the Vendee(s) that the Vendor holds good and marketable right to enter into this Deed.
- N. The Vendee(s) has verified the ownership details and title of the said Property through its own legal advisors and property experts and after being fully satisfied with the same, the Vendee(s) has purchased the said Unit from the Vendor. The Vendee(s) has also verified the construction work, materials used in the construction etc. through their respective experts for the said Unit and after being fully satisfied with the same, the Vendee(s) has purchased the said Unit from the Vendor.
- O. The Vendee(s) has paid the entire Sale Consideration, Additional Outgoings and other charges as stated in the said Agreement and now has come forward to take upon possession of the said Unit. Along with taking upon vacant, quiet and peaceful possession of the said Unit, now

Vendor

Vendee/s

the Vendee(s) have requested the Vendor to convey the said Unit more particularly described in the Second Schedule hereunder written, by executing which the Vendor has agreed upon the terms, conditions and consideration as set out.

**NOW THIS DEED WITNESSETH AS FOLLOWS:**

1. That in pursuance of the foregoing and the said Agreement and in consideration of the Sale Consideration as mentioned hereinabove, paid by the Vendee(s) to the Vendor as stated above, (the payment and receipt whereof the Vendor doth hereby acknowledge, and of and from every part thereof forever acquit, release and discharge the Vendee(s)) as full and final consideration for sale of the said Unit, the Vendor doth hereby grant, sell, transfer assign convey and assure unto forever the said Unit to the Vendee(s) TO HAVE AND TO HOLD THE SAME as the owner of the said Unit as described in the THIRD SCHEDULE, developed by the Vendor on the said Property and all the right title and interest of the Vendor in the said Unit, including the right to use the common areas provided in the said Land, pathways, open spaces, garden areas, and other common amenities and facilities.
2. That the Vendor doth hereby GRANT, SELL, ASSIGN, CONVEY, TRANSFER and ASSURE unto the Vendee(s) forever, all the right title and interest of the Vendor in the said Unit, hereunder written together with all rights, liberties/privileges, easements necessary for the enjoyment of the said Unit and TO HAVE AND TO HOLD AND TO ENJOY the said Unit with all rights and appurtenances absolutely and forever on the terms and condition mentioned in the said Agreement.
3. That the Vendor has delivered the actual physical possession of the said Unit to the Vendee(s) at the time of execution of this Conveyance Deed and the Vendee(s) hereby confirms and acknowledges to have taken over possession of the said Unit from the Vendor, without any reservations, objections and demurs.
4. The Vendee(s) declares that he/she/it has no complaint or grievance of any nature whatsoever in respect of the Unit and/ the amenities of the Phase II Project.
5. That the Vendor has assured the Vendee(s) that the said Unit is free from all sorts of encumbrances, liens and charges etc. and the Vendor has the full right and authority to sell the same.
6. That all taxes, charges, cess etc. including but not limited to House Tax, Water Tax, Sewerage Tax, Electricity charges or any other Taxes or charges to Municipal Corporation, Power Corporation or any other Competent Authority/Department etc., whether levied or

Vendor

Vendee/s

leviable in respect of the said Land and said Unit, in present or future by the competent authorities, government bodies with retrospective or prospective effect shall be payable by the Vendee(s).

7. That the Vendee(s) agrees and confirms that all the obligations arising under this Conveyance Deed in respect of the said Unit and Land and Larger Property shall equally be applicable and enforceable against the Vendee, occupier and subsequent purchasers of the said Unit as the said obligations go with the said Unit for all intents and purposes and the Vendee(s) assures the Vendor that the Vendee(s) shall take sufficient steps to ensure the performance in this regards.
8. That the Vendee(s) shall also be liable to pay all such future levies as may be levied on the said Unit and Land and Larger Property including EDC, IDC, Infrastructure Development Charges, GST etc.
9. The Vendor hereby covenants with the Vendee(s), that notwithstanding any act, deed, matter or thing whatsoever done, committed, omitted or knowingly or willingly suffered by the Vendee(s) or any person/ persons claiming through it, the Vendor now has in itself a good right:

**i.For Title:**

That the Vendor has a good, valid, subsisting and marketable title over the said Unit. Further the Owner has full power and absolute authority to grant, convey, transfer and assure the said Unit hereby granted, conveyed, transferred and assured unto and to the use of the Vendee(s) in any manner aforesaid.

**ii.For Peaceful Possession and Quiet Enjoyment:**

AND THAT it shall be lawful for the Vendee(s) from time to time and at all times hereafter peaceably and quietly to hold, occupy, possess and enjoy the said Unit hereby granted, conveyed, transferred and assured with the appurtenances and of every part thereof to and for their own use and benefit without any suit, lawful eviction, interruption, claim and demand whatsoever from or by the Vendor or by any person or persons lawfully or equitably claiming by, from, under or in trust for it.

10. That all the terms and conditions as contained in the said Agreement shall be read as part and parcel of these presents and shall continue to hold good and binding upon the Vendee(s). That all expenses, charges etc. including the stamp duty, registration fee for the

Vendor

Vendee/s

registration of this Deed (including deficit if any) or in relation to the Unit or any construction to be made thereon, if any will be solely borne and paid by the Vendee(s).

- 11.** This Deed shall be construed and the legal relations between the Parties hereto shall be determined and governed according to the laws of India.
- 12.** This Deed shall be construed and the legal relation between the Parties hereto shall be determined and governed in accordance to the laws of India. All disputes or differences whatsoever which shall at any time hereafter arise between the parties hereto or their respective heirs, legal representatives, successors-in-title, transferees and assigns (as the case may be), touching or concerning this deed or its construction or effect, or as to the rights, duties, obligations, responsibilities or liabilities of the parties hereto or any of them, under or by virtue of this deed or otherwise or as to any other matter in any way connected with or arising out of or in relation to the subject matter of this deed, shall be referred to arbitration in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force. The reference shall be made to only one arbitrator mutually nominated by both the parties. The award of the arbitrator shall be final and binding on the Parties to the reference. The arbitration proceedings shall be held in Mumbai only. The proceedings shall be conducted in English language. Costs and expenses for such arbitration proceedings shall be equally borne by the parties. The courts shall have the jurisdiction as per procedure of law.

### **FIRST SCHEDULE**

#### **Description of the Larger Property**

Land owned by the Erstwhile Owners admeasuring about 36.25 acres in Village Fazilpur Jharsa, Sector 72, District Gurugram as under

- A. Land owned by M/s. Gurgaon Infratech Pvt. Ltd. in Village Fazalpur Jharsa, Tehsil and District Gurugram being share of land parcel admeasuring about 16.1885 acres.

<b>Village</b>	<b>Rect. No.</b>	<b>Killa No.</b>	<b>Area K-M</b>
Fazilpur Jharsa	48	6	7 – 12
	48	7/1	1 – 4

Vendor

Vendee/s



	48	4	8 – 0
	48	7/2	6 – 16
	48	14/1	3 – 12
	48	14/2	4 – 8
	48	17/1	2 – 17
	48	15 Min west	4 – 12
	48	16 Min west	3 – 17
	48	5/2	4 – 9
	48	5 – 1	3 – 3
	49	1	8 – 0
	49	2	8 – 0
	49	9	8 – 0
	49	10	8 – 0
	49	7/2	5 – 10
	49	8	8 – 0
	37	25/2	2 – 3
	36	10/3	3 – 11
	36	11	7 – 11
	36	20	8 – 0
	36	21	7 – 11
	36	22/1	4 – 14
		Total	129 -10 Equivalent to 16.1885 Acres

B-1 Land owned by M/s Ardent Properties Private Limited, Village Fazalpur Jharsa, Tehsil and District Gurugram being 279/522nd share of land parcel admeasuring 1.444 Acres

Village	Rect. No.	Kill No.	Area K-M
Fazilpur Jharsa	37	6/2	3-16
		13/1	2-10
		14/1	2-14
		15/1/1	2-11
		Total	1.444 Acres

Vendor

Vendee/s

B-2 Land owned by M/s Ardent Properties Private Limited, Village Fazilpur Jharsa, District Gurugram being 1/5<sup>th</sup> share of land parcel admeasuring 0.287 Acres

Village	Rect. No.	Kill No.	Area K-M
Fazilpur Jharsa	31	25/2	2-6
		Total	0.287 Acres

B-3 Land owned by M/s Ardent Properties Private Limited, Village Fazilpur Jharsa, District Gurugram being 3/10<sup>th</sup> share of land parcel admeasuring 3.394 Acres

Village	Rect. No.	Kill No.	Area K-M
Fazilpur Jharsa	31	22	5-17
		23/1	0-16
		23/2	7-4
		24	2-11
		25/1	5-6
		Total	3.394 Acres

C-1 Land owned by M/s. Landscape Structures Pvt. Ltd., Village Fazilpur Jharsa, District Gurugram

Village	Rect. No.	Killa No.	Area K-M
Fazilpur Jharsa	37	2	2-8
	37	3	7-11
	37	4/1	6-14
	37	4/2	0-17
	37	5	7-4
	37	16/2	4-10
	37	23/2/2	0-0
	37	25/1	5-9
	37	24/1	2-0
	37	24/2	6-0

Vendor

Vendee/s

	37	18/1	0-17
	37	17	8-0
	37	15/2	1-5
	37	16/1	3-2
	37	23/2/1	0-0
	37	8	6-16
	37	6/1/2	0-6
	37	7/1	6-13
	31	9	8-0
	31	10/1	0-0
	31	10/2	2/7
	31	12	8-0
	31	13/1	4-0
	31	8/2	4-0
	31	18/2	1-8
	31	19	7-10
	31	20/1	0-0
	31	26	0-1
	31	17	8-0
	31	18/1	6-12
		Total	14.938 Acres

C-2 Land owned by M/s Landscape Structures Private Limited, Village Fazilpur Jharsa, District Gurugram being 122/261<sup>th</sup> share of a land parcel admeasuring 1.444 Acres

Village	Rect. No.	Killa No.	Area K-M
Fazilpur Jharsa	37	6/2	3-16
	37	13/1	2-10
	37	14/1	2-14
	37	15/1/1	2-11
		Total	1.444 Acres

Vendor

Vendee/s

C-3 Land owned by M/s Landscape Structures Private Limited, Village Fazilpur Jharsa, District Gurugram being 4/5<sup>th</sup> share of a land parcel admeasuring 0.287 acres

Village	Rect. No.	Killa No.	Area K-M
Fazilpur Jharsa	31	25/2	2-6
		Total	0.287 Acres

C-4 Land owned by M/s Landscape Structures Private Limited, Village Fazilpur Jharsa, District Gurugram being 7/10<sup>th</sup> share of a land parcel admeasuring 3.394 acres

Village	Rect. No.	Killa No.	Area K-M
Fazilpur Jharsa	31	22	5-17
	31	23/1	0-16
	31	23/2	7-4
	31	24	8-0
		25/1	5-6
		Total	3.394 Acres

**THE SECOND SCHEDULE HEREINABOVE REFERRED TO:**

**(Description of the said Land)**

All that pieces and parcels of land admeasuring 16.1885 acres/ 65512.53 sq. mtrs. (including area of 10379.97 sq. mtrs., referred as "Building Area") or thereabouts situated at the 36.25 acres in Village Fazilpur Jharsa, Sector 72, District Gurugram.

**THE THIRD SCHEDULE HEREINABOVE REFERRED TO:**

**(Description of the said Unit)**

Vendor

Vendee/s

Residential Unit No. \_\_\_\_\_ admeasuring \_\_\_\_\_ sq. mtrs. equivalent to sq. ft. carpet area on \_\_\_\_\_ floor in \_\_\_\_\_ building/ Tower / Block in the Phase II Project along with proportionate right in common areas of the said Phase II Project.

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEAL TO THESE PRESENTS ON THE DAY, MONTH & YEAR FIRST ABOVE WRITTEN IN THE PRESENCE OF THE FOLLOWING WITNESS:**

SIGNED SEALED AND DELIVERED )  
For and on behalf of the withinnamed )  
TATA HOUSING DEVELOPMENT )  
COMPANY LIMITED )  
By its authorized signatory, )  
Mr. \_\_\_\_\_ )  
In the presence of Witnesses ; )

1. \_\_\_\_\_  
2. \_\_\_\_\_

SIGNED SEALED AND DELIVERED )  
The withinnamed Sole Vendee/ Vendee No. 1 )  
Mr. \_\_\_\_\_ )  
In the presence of Witnesses ; )

1. \_\_\_\_\_  
2. \_\_\_\_\_

SIGNED SEALED AND DELIVERED )  
The withinnamed Vendee No. 2 )  
Mr. \_\_\_\_\_ )  
In the presence of Witnesses ; )

Vendor

Vendee/s

1. \_\_\_\_\_
2. \_\_\_\_\_

**RECEIPT AND ACKNOWLEDGEMENT**

The Vendee(s) has/ have paid a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) being the full Sale Consideration on or before execution of these presents.

**WE SAY RECEIVED**

**For TATA HOUSING DEVELOPMENT CO. LTD.**

**VENDOR**

**ANNEXURE A**  
**(COPY OF OCCUPATION CERTIFICATE)**

Vendor

Vendee/s

**ANNEXURE B**  
**(COPY OF THE FLOOR PLAN OF THE UNIT)**

DRAFT

Vendor

Vendee/s

**DEED OF APARTMENT**

Stamp Duty : Rs.\_\_\_\_\_-/-

Stamp No.: \_\_\_\_\_

Date : \_\_\_\_\_

Stamp Vendor : \_\_\_\_\_

We,

\_\_\_\_\_ do hereby declare that we are present owners of a Unit No. bearing no. \_\_\_\_\_ admeasuring \_\_\_\_\_ sq. mtrs. / \_\_\_\_\_ sq. ft. carpet area (hereinafter referred to as "**the said Unit**"), located on the \_\_\_\_\_ floor of the Building/ Tower No. \_\_\_\_\_ (hereinafter referred to as "**the said Building**") in the Residential Group Housing Colony known as "PRIMANTI" developed at Village Fazalpur Jharsa, Tehsil and District Gurgaon (Haryana).

1. That the executants derived the title to the said Unit by Agreement dated \_\_\_\_\_ executed between TATA HOUSING DEVELOPMENT COMPANY LIMITED, as the Vendor and ourselves.
2. That we hereby declare that we and our heirs, executors, administrators and assigns and the said Apartment and such Buildings as referred to in the Paragraph IV of the Deed of Declaration dated \_\_\_\_\_ shall hereafter be subject to the provisions of the Haryana Apartment Ownership Act, 1983 and all amendments thereto and we further declare that we shall comply strictly with the covenants, conditions and restriction setforth in the said Declaration and with bye-laws forming part thereof and attached hereto, and with the administrative rules and regulations adopted pursuant to such bye-laws (as either of the same may be lawfully amended from time to time) and in the Deed of Apartment.

Solemnly affirmed/shown at Gurgaon aforesaid the \_\_\_\_ day of \_\_\_\_\_ 20\_\_ before us.

**The withinnamed Sole Purchaser/ Purchaser No. 1 )**

Mr. \_\_\_\_\_ )

Vendor

Vendee/s



The withinnamed Purchaser No. 2 )

Mr.\_\_\_\_\_ )

In the presence of Witnesses )

1.\_\_\_\_\_

2.\_\_\_\_\_

DRAFT

Vendor

Vendee/s