

CONVEYANCE DEED

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|----|---|-------------------|
| 1. | Type of Deed | : Conveyance Deed |
| 2. | Village/ City (Name & Code) | : ----- |
| 3. | Segment/ Block (Name & Code) | : ----- |
| 4. | Plot Area (Sq. Ft./ Yard/ Kanal/ Marla/ Acre) | : ----- |
| 5. | Type of Property | : Residential |
| 6. | Transaction Value | : ----- |
| 7. | Stamp Duty | : ----- |
| 8. | Certificate No. & Date | : ----- |

THIS DEED OF CONVEYANCE is executed at Gurugram on this _____ day of _____ 2017

By

_____, a company registered under the Companies Act, 1956 and governed under the rules of Companies Act of 2013, having its registered office at _____--Haryana (hereinafter referred to as '**VENDOR**', which expression, unless contrary to or repugnant to the context, shall mean and include its, successors, executors, administrators, permitted assigns, representatives and nominees) through its authorized signatory _____ duly authorized vide Authority Letter dated _____ of the First Part.

In favor of

(hereinafter singly/ jointly, as the case may be, referred to as the '**VENDEE**' which expression shall unless repugnant to the context or meaning thereof, be deemed to include his/ her/ their legal heirs, executors, administrators, legal representatives, successors and permitted assigns) of the **OTHER PART**.

WHEREAS the Vendor its associates and associate companies are the owners and in possession of land admeasuring ----- in villages ----, now falling under Sector----- as per Gurugram Manesar Urban Complex 2031, in District Gurugram, Haryana (herein after referred to as the "**said Land**") and had inter se entered into arrangements/collaborations to develop a residential plotted colony on the said Land, by which the Vendor was entitled to carry out development on the said Land, also entitled to sell the same, receive the sale consideration and issue valid receipts thereof.

AND WHEREAS the Vendor is in the process of developing a residential **Group Housing/Colony** by the name of '-----' (hereinafter referred to as the '**said** _____') on the said Land pursuant to License No. of _ dated _ for the said purpose.

AND WHEREAS under the aforesaid licenses, the Vendor got Layout plans for _____ approved from the Director General, Town & Country Planning, Haryana, Chandigarh and plans were approved vide Memo nos. _____ dated ---- - and in pursuance thereto has demarcated _____ residential area called ---- (hereinafter referred to as the '-----') in Sector ---, _____.

AND WHEREAS the Vendee had entered into an Agreement For Sale dated ----- (hereinafter referred to as the said "**AGREEMENT**") whereby the Vendee had agreed to purchase and the Vendor had agreed to sell residential Plot no. --- having area of ----- sq. meters/ sq. yard) located at the ----- (hereinafter referred to as the said "**PLOT**").

AND WHEREAS the Vendor is legally competent to sell the said Plot to any individual, company and / or firm.

AND WHEREAS the Vendee has inspected the said area of the Plot and is fully satisfied that the said Plot has been demarcated as per the Layout plans provided therein are in accordance with the agreed design, drawings and specifications. The Vendee further records his complete satisfaction with regard to ownership of the land and the right, title and interest of the Vendor and its competency to execute this Conveyance Deed.

AND WHEREAS the Vendee has confirmed to the Vendor that he is purchasing the said Plot with full knowledge of all laws, rules, regulations, notifications etc. applicable to the said Colony in general and the said Plot in particular and the terms and conditions contained in this Conveyance Deed, the said Agreement and the Maintenance Agreement and that he has clearly understood all his rights, duties, responsibilities, obligations there under.

AND WHEREAS the Vendor, relying on the confirmations, representations and assurances of the Vendee to faithfully abide by all the terms, conditions and stipulations contained in this Conveyance Deed, the said Agreement and the Maintenance Agreement has sold the said Plot to the Vendee on the terms and conditions appearing hereinafter and in the said Agreements.

AND WHEREAS in furtherance to the above, the Vendor is executing this Conveyance Deed in favor of the Vendee.

NOW, THEREFORE, THIS INDENTURE OF CONVEYANCE WITNESSETH AS FOLLOWS:

1. In pursuance of the said Agreement dated ----- and in consideration of a total sum of ----- (Rupees ----- **Only**) already paid by the Vendee to the Vendor, the receipt whereof the Vendor hereby acknowledges and admits and nothing remains due, the Vendor doth hereby grants, conveys, transfers, assures and assigns unto the Vendee the said Plot as described in Schedule hereto (specifications of the said Plot is annexed herewith) along with all rights of easements enjoyed or reputed to be enjoyed subject to the exceptions, reservations, conditions and covenants contained herein, as per applicable laws and in the said Agreement and/ or the Maintenance Agreement.
2. That the Vendor has represented and assured the Vendee that the said Plot is free from all encumbrances and in specific the Vendor has not mortgaged the same through any registered/ unregistered deed and that the same is not under any prior agreement to sell, HUF, lien or charge of any nature nor any prior Conveyance Deed has been executed by the Vendor in respect thereof. That the Vendor has already handed over actual, physical, peaceful and vacant possession of the said Plot to the Vendee for all purposes and forever, satisfactory taking over of which is hereby acknowledged by the Vendee.

3. That the consideration for the said Plot has been calculated on the basis of its area (as defined in the said Agreement). The Vendee will be entitled to the ownership rights of the area of the said Plot.
4. That the Vendee will pay directly or if paid by the Vendor then reimburse to the Vendor on demand, Govt. rates, charges, house tax/ property tax, fire fighting tax, wealth tax and taxes & cesses of all and any kind by whatever name called, whether levied or livable now or in future or applicable retrospectively by any statutory body or authority on the said Plot as the case may be, as assessable/ applicable from the date of the said Agreement by the Vendee, and the same will be borne and paid by the Vendee in proportion to the area of the said Plot, irrespective of the fact whether the maintenance is carried out by the Vendor or its nominee or any other Body or Association of all or some of the owners.
5. That in order to provide necessary maintenance service to the said Group Housing/Colony, the Vendor will be entitled and empowered to maintain the same itself or to hand over its maintenance to any other Maintenance Company/ Agency / other Body or Association. The Vendee has agreed to sign and execute a Maintenance Agreement with the Vendor and the Maintenance Company/ Agency and the Vendee undertakes to abide by the terms and conditions of the said Maintenance Agreement from time to time, including to pay monthly maintenance charges and to keep Interest Free Maintenance Security Deposit (IFMSD) with the Maintenance Company/ Agency in order to secure the Maintenance Company/ Agency of due performance by the Vendee of his financial and other commitments under the said Maintenance Agreement. Further, the Vendee agreed that the Vendor may change, modify, amend, impose additional conditions in the Maintenance Agreement from time to time as may be required and as it may deem fit and proper, through a circular, instructions and/or by addendum. The Vendee will not be entitled to claim any compensation or to withhold payment of maintenance and other charges on the ground that infrastructure required for the **Plotted Colony** is not yet complete. The Vendee will pay from time to time and at all times the amounts which the Vendee is liable to pay under the said Maintenance Agreement and to observe and to perform all the covenants and conditions contained therein and to keep the Vendor and its nominee or agents and representatives, estate and effects, indemnified and harmless against any loss or damages that the Vendor may suffer as a result of non-payment, non-observance or non-performance of the covenants and conditions stipulated therein.
6. The Vendee shall not use the said Plot for any purpose other than residential or in a manner that may cause nuisance or annoyance to occupants of other apartments/ units in the said Group Housing / Colony or for any commercial or illegal or immoral or Anti National purpose or to do or suffer anything to be done in or around the said Plot which tends to cause damage to any plot adjacent to the **said Plot** or anywhere in said Group Housing/ Colony or in any manner interfere with the use thereof or of spaces, passages, corridors or amenities available for common use. The Vendee shall also strictly follow the instructions as may be issued by the Maintenance Company/ Agency from time to time. The Vendee has agreed to indemnify the Vendor against any penal action, damages or loss due to misuse for which the Vendee will be solely responsible.
7. The Vendee has confirmed to and assured the Vendor that he has read and understood the Haryana Apartment Ownership Act, 1983 and its implications

thereof in relation to the various provisions of this Conveyance Deed and other agreements executed by him with the Vendor and that he will comply, as and when applicable and from time to time with its provisions or any statutory amendments or modifications thereof or the provisions of any other law(s) dealing with the matter.

8. The provisions contained in this Conveyance Deed, the Maintenance Agreement and other agreements/ annexure are specific and applicable to the said Plot only and these provisions cannot be read in evidence or interpreted in any manner in or for the purpose of any suit or proceedings before any Court(s), Commissions, Consumer Disputes Forum(s) or any other judicial forum involving any other apartment(s)/ building(s)/ projects(s) of the Vendor/ its associates / subsidiaries, partnership firms etc. All the provisions contained herein and the obligation arising hereunder in respect of the said Plot in the said Group Housing/ Colony will equally be applicable to and enforceable against any and all occupiers, tenants, licensee's and/ or subsequent purchasers/ assignees of the said Plot as the said obligations go along with the said Plot for all intents and purposes.
9. The Vendee, if resident outside India, will solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules made there under or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc.
10. The Agreement For Sale and the Maintenance Agreement along with their annexure constitute the part and parcel of this Conveyance Deed and shall be read in conjunction with each other. However, in case of inconsistency, the provisions contained in this Conveyance Deed shall prevail. The Vendee has expressed his complete satisfaction with regard to construction of the said Plot and handing over of its possession to him/ her.
11. The Vendee will ensure that the persons to whom the said Plot or part thereof is let, transferred, assigned or given possession of will execute, acknowledge and deliver to the Vendor/ Maintenance Company/ Agency such instruments and take such other actions in addition to the instruments and actions specifically provided for herein as the Vendor/ Maintenance Company/ Agency may reasonably request in order to effectuate the provisions of this Conveyance Deed and the Maintenance Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction. However, the Vendee/ subsequent vendees will need to obtain no dues certificate from the Vendor & the Maintenance Company/ Agency before affecting such transfer. The Vendee also undertakes to incorporate the terms of this Conveyance Deed in any transfer document, which he may execute, whether pertaining to sale of the said Plot or lease or any other transaction of similar nature.
12. If any provision of this Conveyance Deed is determined to be void or unenforceable under any applicable law, such provision will be deemed amended or deleted to the extent of the inconsistency, with the purpose of this Indenture and to the extent necessary to conform to applicable law and the remaining provisions of this Indenture will remain valid and enforceable.
13. If any provision of this Conveyance Deed will be determined to be void or unenforceable under any applicable law, such provision will be deemed

amended or deleted in so far as reasonably inconsistent with the purpose of this Indenture and to the extent necessary to conform to applicable law and the remaining provisions of this Indenture will remain valid and enforceable.

14. The Vendor will have the right to join as an affected party in any suit/ complaint filed before any appropriate court by the Vendee if the Vendor's rights under this Indenture are likely to be affected/ prejudiced in any manner by the decision of the court on such suit/ complaint. The Vendee has agreed to keep the Vendor fully informed at all times in this regard.
15. Any reference in this Conveyance Deed to any one gender, masculine, feminine or neuter includes the other two and the singular includes the plural and vice versa, unless the context otherwise requires. The terms "herein", "hereto", "hereunder", "hereof", or "thereof", or similar terms used in this Indenture refer to this entire Indenture and not to the particular provision in which the term is used unless the context otherwise requires.
16. That the rights and obligations of the parties under or arising out of this Indenture will be constructed and enforced in accordance with the laws of India in general and Gurugram in particular.
17. That the Vendee has borne all the expenses for the execution and registration of this Conveyance Deed including the cost of stamp duty, registration and other incidental/ administrative charges.
18. That the Vendee can get the said Plot mutated in his name in the records of the concerned authorities on the basis of this Conveyance Deed or its certified true copy.

SCHEDULE OF THE PROPERTY:

Residential Plot No. _____ Street No. _____ Block No. _____ having Plot size _____ Sqr Yards. in Residential plotted colony called '_____', which has been developed in village _____ now falling under Sector ____ as per Gurgaon Manesar Urban Complex 2031, in District Gurgaon, Haryana having boundaries as under:

SOUTH EAST :
SOUTH WEST :
NORTH EAST :
NORTH WEST :

IN WITNESS WHEREOF THE VENDOR AND THE VENDEE HERETO HAVE
HEREUNTO SET THEIR HANDS TO THIS DEED OF CONVEYANCE ON THE
DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN

[VENDOR]

For VATIKA LIMITED


Authorised Signatory

WITNESSES:

1.

2.

[VENDEE]

For VATIKA LIMITED


Authorised Signatory