

## **CONVEYANCE DEED**

This Conveyance Deed (hereinafter referred to as "Conveyance Deed") is made and executed on this \_\_\_\_ [Date] day of \_\_\_\_ [Month], 201\_\_\_\_ [Place];

By and Between

1. **ANSAL HOUSING & CONSTRUCTION LIMITED**, a public limited company registered under the Companies Act, 1956, having its registered office at 606, 6th Floor, Indraprakash, 21, Barakhamba Road, New Delhi-110001, having PAN No. (AAACA0377R) acting through \_\_\_\_\_, who has been duly authorized to

execute the present Agreement for Sale vide the Board Resolution dated \_\_\_\_\_ hereinafter referred to as "Promoter", (which expression shall unless be repugnant to the context or meaning thereof be deemed to mean and include its successors, executors, administrators and permitted assigns);

2. **M/s Third Eye Media Pvt. Ltd.**, a company, wholly owned subsidiary of Ansal Housing & Construction Ltd., registered under the Companies Act, 1956, having its registered office at \_\_\_\_\_,

having PAN No. (\_\_\_\_\_) having authorized the Promoter (ANSAL HOUSING & CONSTRUCTION LIMITED) to execute the present agreement for sale on its behalf vide board resolution dated ..... hereinafter referred to as the ( Land Owner/ Vendor /) (which expression shall unless be repugnant to the context or meaning thereof be deemed to mean and include its successors, executors, administrators and permitted assigns);

The Promoter and the land Owner/vendor are hereinafter collectively referred to as "Vendors".

**IN FAVOUR OF**

[If the Vendee is a company]

\_\_\_\_\_, (CIN No. \_\_\_\_\_), a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its

registered office at

\_\_\_\_\_, (PAN \_\_\_\_\_), represented by its signatory, \_\_\_\_\_, authorized (Aadhar No. \_\_\_\_\_) duly authorized vide board resolution dated \_\_\_\_\_, hereinafter referred to as the "Vendee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

[OR]

[If the Vendee is a Partnership]

a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized partner, \_\_\_\_\_, (Aadhar No. \_\_\_\_\_) authorized vide \_\_\_\_\_, herein referred to as the "Vendee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

[If the Vendee is an Individual]

Mr./Ms. \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) son / daughter of \_\_\_\_\_, aged about \_\_\_\_\_, residing at \_\_\_\_\_, (PAN \_\_\_\_\_) herein called the "Vendee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[OR]

[If the Vendee is a HUF]

Mr. \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) son of \_\_\_\_\_ aged about \_\_\_\_\_ for self and as the Karta of the Hindu Joint Mitakshara Family known as \_\_\_\_\_ HUF, having its place of business / residence at \_\_\_\_\_, (PAN \_\_\_\_\_) meaning thereof be deemed to mean and the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns) of the Second Party.

**WHEREAS:**

A. The Vendor is the absolute and lawful owner of the land consisting of land (the said "Land"), admeasuring 20481.01 sq. mtr. situated at Mauza Bagda, in Taj Ganj Ward, Agra, Uttar Pradesh ( herein referred to as the "said project land") That the said land was purchased by the Vendor vide various sale deeds falling under various khasra as detailed below:

S. No.	Detail of title	Khasra Nos.	Area in Hectare
1.	Sale deed bearing no. 5772 dated 13.08.2008 Seller: Mr. Chhatrapal Buyer: M/s Third Eye Media Pvt. Ltd.	172	.2305
2.	Sale deed bearing no. 5773 dated 13.08.2008 Seller: Mr. Chhatrapal Buyer: M/s Third Eye Media Pvt. Ltd.	172	.2305
3.	Sale deed bearing no. 5774 dated 13.08.2008 Seller: Mr. Chhatrapal Buyer: M/s Third Eye Media Pvt. Ltd.	172	.2305
4.	Sale deed bearing no. 5901 dated 20.08.2008 Seller: M/s Nand Estate Developer Pvt. Ltd. Buyer: M/s Third Eye Media Pvt. Ltd.	172	.2304
5	Sale deed bearing no. 5902 dated 20.08.2008 Seller: M/s Nand Estate Developer Pvt. Ltd. Buyer: M/s Third Eye Media Pvt. Ltd.	172	.2304
6.	Sale deed bearing no. 5903 dated 20.08.2008 Seller: M/s Nand Estate Developer Pvt. Ltd.  Buyer: M/s Third Eye Media Pvt. Ltd.	172	.2304
7.	Sale deed bearing no. 5904 dated 20.08.2008 Seller: M/s Nand Estate Developer Pvt. Ltd.	172	.2304

	<b>Buyer: M/s Third Eye Media Pvt. Ltd.</b>		
8.	<b>Sale deed bearing no. 5905 dated 20.08.2008 Seller: M/s Nand Estate Developer Pvt. Ltd. Buyer: M/s Third Eye Media Pvt. Ltd.</b>	172	.2304
9.	<b>Sale deed bearing no. 5906 dated 20.08.2008 Seller: M/s Nand Estate Developer Pvt. Ltd. Buyer: M/s Third Eye Media Pvt. Ltd.</b>	172	.2304

B. That the vendors obtained the sanctioned plan no. 968/BFT/11/05-06 Dated-14.08.2015 from Agra development authority to develop a plotted colony comprising of Residential Plots and Commercial Plots (see Schedule I attached herewith).

C. That after taking all necessary approvals Vendors have developed the project and the same is known as "ANSAL TOWN AGRA PHASE-IV" (hereinafter referred to as the "Project").

D. The Project is registered under the provisions of the Real Estate(Regulation and Development) Act, 2016 with the Haryana Real Estate Regulatory Authority at Panchkula, Haryana vide ..... dated .....

E. The Vendee had applied for a residential plot/commercial unit in the Project *vide* application no. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted Unit no. \_\_\_\_\_ having area of \_\_\_\_\_ square meter(\_\_\_\_sq. yards), *vide* an allotment letter dated \_\_\_\_\_, as permissible under the applicable law and *right in the common areas* ("Common Areas") as defined under Rule 2(1)(f) of Rules, 2017 of the State of Haryana ( hereinafter referred to as the said **unit**) more particularly described in **Schedule A**. The specifications, ameities, facilities which are part of the Unit are described in **Schedule-B**.

A. The Parties entered into an agreement for sale dated \_\_\_\_\_ (hereinafter referred to as "**Agreement for Sale**") for the sale of the said unit setting out the rights and obligations of the parties therein.

B. In consideration of the sale of the said Unit from the Vendors to the Vendee, the Vendee has paid Rs.\_\_\_\_\_/- (**Rupees [\*] Only**) (hereinafter referred to as "**Total Price**") inclusive of Taxes (consisting of tax paid or payable by the Vendors by way of Goods and Services Tax and Cess or any other taxes/fees/charges/levies etc.), the Vendor hereby disclaim to have made any representation, warranties, statements or estimates of any nature whatsoever, whether written or oral, except those mentioned in this deed and allotment letter/agreement for sale.

C. The Vendors have completed the development work of the project and has received Occupation Certificate/ Part Completion/Completion Certificate\* from the Competent Authority/ ..... vide letter dated .....

D. That the Vendors have good and absolute right and authority to convey the said Unit with all the rights, privileges and appurtenances hereunto belonging and hereby sell, convey and transferred to the Vendee in the manner aforesaid and that the Vendor have not done anything whereby the said Unit may be encumbered, affected or impeached in estate, title or otherwise;

E. The Vendors have not entered into any other agreement for sale and/or development agreement or any other agreement/arrangement with any person or third party with respect to the Land, including the Project and the said Unit which will, in any manner, affect the rights of Vendee under this Deed;

F. That the Vendor assure the Vendee that there are no encumbrances, charges, trusts, liens, attachments, claims or demands whatsoever on the said Unit and that the same is not the subject matter of any suit or litigation or proceedings or has not been offered as security or otherwise to any Court or Revenue Authority;

G. Parties hereby confirm that they are signing this deed with full knowledge of all the laws, rules, regulations, notifications, etc., applicable in the State and related to the Project.

H. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this deed and all applicable laws, are now willing to execute this deed on the terms and conditions appearing hereinafter.

I. The Vendee has desired that the said Unit be now transferred to him/her and the Vendor have agreed to execute this deed of conveyance in favor of the Vendee with respect to the said Unit as per the terms and conditions stipulated herein below:

**NOW THIS INDENTURE WITNESSETH AS UNDER:**

1. In pursuance of the said Agreement for Sale and in consideration of the Total Price paid by the Vendee to the Vendor, the Vendor doth hereby grant, convey and transfer on ownership basis on to the Vendee the said Unit together with the right of use of all ways, paths, passage, liberties, privileges and easements, whatsoever to the said Unit along with all the right, title and interest whatsoever of the Vendor on the said Unit free from all encumbrances and to enjoy the same and every part thereof with every right whatsoever without any interruption, disturbance, claim or demand from the Vendor, but subject to the terms, conditions, stipulations and restrictions contained in this deed of conveyance.
2. The Vendee shall use the Common Areas within the said Project and its access harmoniously along with other occupants and maintenance staff etc. in the said Project and without causing any inconvenience or hindrance to them. Further, the use of such Common Areas within the Project shall always be subject to the timely payment of maintenance charges.
3. Subject to the terms and conditions of this Conveyance Deed, the occupants(s) and/or owner(s) of an Unit shall have no lien or right on the other Units. That the Lawn/Parks/other Common Areas in the Project shall not be used by the Vendee for conducting any personal functions such as marriages, birthday parties, social gatherings etc. If any common space is provided in the said Project for organizing meetings and small functions, the same shall be used on charge basis.
4. That the Vendors have put the Vendee in actual and proprietary possession of the said Unit. Now the Vendee is the absolute owner and in possession of the said Unit and has acquired the rights to enjoy and possess all facilities pertaining thereto forever.
5. That the Vendors after obtaining the Occupancy Certificate from the relevant authority have already handed over all the documents and plans, including Common Areas, to the Vendee/association of vendees/competent authority as per the local laws of the State. That the Vendee agrees to pay the maintenance charges to the Vendor its nominee/ maintenance agency/ Association of Vandees or the competent authority,

as the case may be, as per the maintenance agreement to be executed separately.

6. The Vendors have paid all outstanding payments before transferring the physical possession of the Unit to the Vendee, which it had collected from the Vendee, for the payment of such outstanding (including Land cost, ground rent, municipal or other local taxes/charges/levies etc., charges for water or electricity, maintenance charges up to 30 days from the date of offer of possession , including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, agencies, banks and financial institutions, which are related to the Project). If the Vendor fails to pay all or any of the outstanding(s) collected by it from the vendees or any liability, mortgage loan and interest thereon before transferring the Unit to the vendees, the Vendor agrees to be liable, even after the transfer of the property, to pay such outstanding(s) and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person. That the Vendee shall pay all taxes/charges imposed by the Municipality or any other authority or which may be levied in future by any Government/Local Authority for the provision of external and/or peripheral services and attributable to the said Unit in the Project.
7. That the maintenance of the Project shall be carried out by the Vendor or its nominee till taking over of the services by Municipal Authorities/Government Agencies/association of vendees, on the terms & conditions and charges to be determined by the Vendor or their nominee from time to time. The Vendee(s) agree to pay timely their share of such charges as may be demanded by the Vendor/their nominated Agency from time to time;
8. That the Vendor shall at all-time do and execute at the costs and expenses of the Vendee all such further acts, deeds, matters, things and assurance as may be reasonably required by the Vendee for better and further effectuating and assuring the conveyance hereby made or the title or the Vendee to the said Unit hereby sold and conveyed and the Vendor both hereby confirm this sale in executing these presents;

9. The Vendee doth hereby represent, warrant, declare to and covenant with the Vendor that:
  - (i) the Vendee shall abide by all the laws, bye laws, rules and regulations of the Government/local authorities etc. relating to the Project and the said Unit.
  - (ii) the Vendee shall be solely responsible to maintain the said Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the said Unit or the Project, or common areas or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Unit and keep the said Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Project is not in any way damaged or jeopardized.
  - (iii) the Vendee further undertakes, assures and guarantees that he/she would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face/facade of the said Project or anywhere on the exterior of the Project therein or Common Areas. The Vendee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further, the Vendee shall not store any hazardous or combustible goods in the said Unit or place any heavy material in the common areas of the Project.
10. It is made clear by the Vendors and the Vendee agrees that the Unit shall be treated as a single unit for all purposes. The Vendor/Vendee/association of vendees shall ensure that they will not create any hindrance by way of locking, blocking, parking or any other manner in right of passage or access or Common Areas which otherwise are available for free access.
11. The Vendor/maintenance agency/ association of vendees/competent authority shall have the rights of access of Common Areas for providing necessary maintenance services.

12. The Vendee agrees to pay common maintenance charges and water consumption charges proportionately with respect to the said Unit and as per the terms and conditions of the maintenance agreement. For this purpose the all such maintenance, water consumption charges will be considered to commence from the date of execution of present deed and/or as per the maintenance agreement executed between the Vendor/Nominee of Vendor or the Association of Vendees, as the case may be.
13. The Vendor undertake that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the sanction plan has been approved by the competent authority(ies) except as provided for in the Act and relevant Rules. Therefore, the Vendor may make additions or put up additional structure(s) after taking the necessary approvals from the competent authority and minimum required consent of the Vendees in the project as provided for in the Act and relevant Rules.
14. That the Vendee shall henceforth peacefully and quietly hold, possess and enjoy the rents, benefits and profits derivable from and out of the said Unit without any hindrance, interruption or disturbance from or by the Vendor and/or any other person(s) claiming through or under in trust of the Vendor.
15. That any future sale/transfer by the Vendee shall be subject to the terms & conditions contained herein and the person acquiring the rights/title and interest in the said Unit shall be equally bound by the covenants contained herein.
16. All the terms & conditions as mentioned in the Allotment Letter and Agreement for Sale shall be treated as a part of this document and shall be applicable on both the Parties.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this deed of conveyance at ..... Uttar Pradesh in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:  
Vendee: (including joint vendees)

(1) Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

(2) Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Vendor:

(1) Signature (Authorised Signatory) \_\_\_\_\_

At \_\_\_\_\_ on \_\_\_\_\_ in the presence of:

WITNESSES:

1. Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

2. Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

[The Schedule to this deed shall be as between the Parties]  
Schedule-I

**DESCRIPTION OF THE PROJECT**

Layout Plan is attached herein which contains complete description of the project.

## **SCHEDULE-II**

PLEASE INSERT DESCRIPTION OF THE UNIT ALONG WITH BOUNDARIES  
IN ALL FOUR DIRECTIONS