

## CONVEYANCE DEED

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

This Conveyance Deed (the '**Deed**') is made at \_\_\_\_\_ 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 "E" block, Voltas Compound, T.B.Kadam Marg, Chicnchpokli, Mumbai-400 033 and having its regional office at Plot No. IIG/1 in Block – IIG Action Area – II, New Town, District North 24 Parganas, Kolkata-700156, 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

\_\_\_\_\_

Vendor

Vendee/s

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 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.** West Bengal Housing Infrastructure Development Corporation Limited, (WBHIDCO) is company incorporated under the Indian Companies Act, 1956 by the Government of West Bengal. Vide Order No.1490-H1/HGN/NTP/1M-1/98 dated 14 September, 1999 the West

Vendor

Vendee/s

Bengal Government appointed WBHIDCO as the Planning Authority in respect of the Planning Area declared under Notification No.1423/HI/HGN/NTP/1M-1/98 dated 27 August, 1999. WBHIDCO was the owner of all that piece or parcel of land measuring about 13 acres equivalent to 52609 sq. mtrs. (approx) being Plot No. IIG/7, in Block – IIG within the limits of Action Area – II of New Town, Kolkata, P.S. Rajarhat, District North 24 Parganas, West Bengal (hereinafter referred to as the “**said Larger Property**”) more particularly described in the **First Schedule** hereunder.

- B.** The said Larger Property was allotted by WBHIDCO to Tata Sons Limited vide Allotment Letter dated 28 September, 2007 bearing No. 2526/HIDCO/ADMN-1012/2007 (“Allotment Letter”) on freehold basis for construction of ‘residential’ complex and on the other terms and conditions mentioned therein.
  
- C.** Pursuant to the abovementioned said Allotment Letter, an Indenture of Sale dated 28 March, 2008 was executed between WBHIDCO (therein mentioned as the Vendor of the One Part, and Tata Sons Limited therein mentioned as the Purchaser of the Other Part) and duly registered with the Office of the Additional District Sub-Registrar, Bidhannagar in Book – I, CD Volume No. 4, Pages from 14369 to 14382 being No. 04226 for the Year 2008 (hereinafter referred to as “WBHIDCO-Indenture of Sale”), whereby the said Larger Property was sold, conveyed and transferred by WBHIDCO to the Tata Sons Limited for the purpose of constructing buildings of ‘residential’ use for the consideration and on the other terms and conditions mentioned therein.
  
- D.** Pursuant to the aforesaid WBHIDCO-Indenture of Sale, WBHIDCO vide Memorandum of Possession, dated 3 May, 2008 (hereinafter referred to as “**Memorandum of Possession**”), handed over possession of the said Larger Property to the Tata Sons Limited.

Vendor

Vendee/s

- E.** By virtue of the said WBHIDCO-Indenture of Sale and the said Memorandum of Possession, the Tata Sons Limited became the absolute owner of the said Larger Property and held vacant and peaceful possession of the same.
- F.** By virtue of the Indenture of Sale dated 2 January, 2013 registered with the Additional Registrar of Assurance II, office of A.R.A. II, Kolkata and recorded in Book-I, CD Volume No. 1, pages from 1281 to 1296 being Deed No. 00139 for the year 2013 executed between Tata Sons Ltd. mentioned therein as Vendor of One Part and the Vendor mentioned therein as the Purchaser of the Other Part (hereinafter referred to as "**Tata Sons Limited-Indenture of Sale**"), the Vendor became entitled to the right, title and interest in the said Larger Property.
- G.** A Certificate of record of title of the said Larger Property dated 28 January, 2014 was issued by the New Town Kolkata Development Authority (NKDA) wherein the name of the Vendor has been recorded as owner in respect of the said Larger Property.
- H.** By virtue of the said Tata Sons Limited-Indenture of Sale, the Vendor became the seized and possessed of the said Larger Property and hold vacant and peaceful possession of the same and to construct building/s thereon and has alone the sole and exclusive right to sell the apartments, tenements, dwelling units and premises of all kinds to be constructed by the Vendor in the said Project on the said Larger Property and to enter into agreement/s with the purchaser/allottee thereof and to receive sale price in respect thereof.
- I.** The Vendor has developed the land area of admeasuring 13 acres equivalent to 52609 sq. mtrs. (appox) (including area of 13,995.64 sq. mtrs., referred as "Building Area") being part of the Larger Property (hereinafter referred to as the " Project"). The said Project comprises of 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

Vendor

Vendee/s

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.

- J.** Now, the Project has received Occupation Certificate issued by competent authority vide memo No. \_\_\_\_\_ dated \_\_\_\_\_ 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.**
- K.** The Vendee(s) being desirous of owning a residential unit in the Project more particularly detailed and described in **Second 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 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).
- L.** 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.**
- 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)

Vendor

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.

- 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 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,

Vendor

Vendee/s

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 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 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

Vendor

Vendee/s

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 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

Vendor

Vendee/s

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**

ALL THAT piece and parcel of land admeasuring about 13 acres equivalent to 52,609 sq. mtrs. approx. be the same or little more or less being plot no. IIG/7 on HIDCO road in block- IIG in Action Area- II situated in Newtown, Kolkata P.S. Rajarhat, District- North 24 Parganas comprising of the following land parcels:

On or towards North: Road

On or towards East: Road road & plots with green

On or towards South: 33 KV ESS, Plot No. IIG/6 and plits with green

On or towards West: Plot no. IIG/6, 33KV ESS and road

**THE SECOND 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 Project along with proportionate right in common areas of the said 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. \_\_\_\_\_

Vendor

Vendee/s

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

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)**

Vendor

Vendee/s

Vendor

Vendee/s