

CONVEYANCE DEED

Plot No. :
Size of Plot :
Village :
Project :
Total Consideration :
Stamp Duty :
Bank Certificate No. & Date :

THIS DEED OF CONVEYANCE is made at Derabassi, Punjab on this ___ day of _____, 2013.

BY

M/s ATS Infrastructure Limited a company incorporate under the provisions of the Companies Act, 1956 and having its Registered office at 711/92, Deepali, Nehru Place, New Delhi-110019 acting through its Authorized Signatory Mr. _____ who is duly authorized vide Board Resolution dated _____, to execute this Conveyance Deed and which expression shall unless repugnant to the subject or context or meaning thereof, be deemed to include its successors, executors, administrators, liquidators, official receivers, agencies and assigns (hereinafter referred to as the “ **Land Owner** ”).

AND

M/s _____ a company incorporate under the provisions of the Companies Act, 1956 and having its Registered office at 711/92, Deepali, Nehru Place, New Delhi-110019 acting through its Authorized Signatory Mr. _____ who is duly authorized vide Board Resolution dated _____, to execute this Conveyance Deed and which expression shall unless repugnant to the subject or context or meaning thereof, be deemed to include its successors, executors, administrators, liquidators, official receivers, agencies and assigns (hereinafter referred to as the “ **Developer**”)

(The ‘Land Owner’ and ‘Developer’ is hereinafter referred to as the “the Sellers”) of the FIRST PART;

IN FAVOUR OF

Mr/Mrs. _____ son of/daughter of/wife of _____, resident of _____, which expression shall unless repugnant to the subject or context or meaning thereof, be deemed to include his/her heirs successor, legal representatives and assigns (hereinafter referred to as the “**the Purchaser**”) **of the OTHER PART.**

WHEREAS the Land Owner is the absolute Owner of the Land measuring 23.5335 Acres situated in Village Madhopur, Tehsil- Derabassi, District- SAS Nagar, Mohali, Punjab, more particularly provided in **Schedule I** (hereinafter referred to as the “**said Land**”)

AND WHEREAS certain affiliates companies of the Land Owner whose promoters are also the promoters of the Developer are the owners of certain lands adjoining the said Land located at Villages Derabassi, Madhopur & Sadhemajra Tehsil-Derabassi, District-SAS Nagar, Mohali, Punjab (such lands owned by the affiliate companies and the said Land are hereinafter collectively referred to as the said “**Entire Lands**”). The Land Owners and the said affiliate companies of the Land Owners have entered into agreement / arrangements Joint Development Agreement (JDA) dated _____ with the Developer for development of the Entire Land into a Residential Colony consisting of residential plots, villas, group housing, commercial in a phased manner.

AND WHEREAS the Seller had obtained the License to develop the Said Land under the name and style of “**(ATS Golf Meadows-V)**” from the office of the Regional Deputy Director-cum-Competent Authority, Local Government Patiala under the Punjab Apartment and Property Regulation Act, 1995 having its office at Patiala vide Letter No: **LDC/CA-3DDLG/PTA-2019/86** dated 29-09-2019 and the Layout Plan/ Map of the said Land have also been duly sanctioned by the Chief Town Planner, Punjab and Competent Authority under the provision of applicable Act and Rules (hereinafter referred to as the “**said Project**”).

AND WHEREAS the Seller have obtained necessary licenses, permission, approvals and NOC’s from the various Authorities/Offices of the Local Authority and State Government for the promotion and development of a residential project thereon and has developed the said **Project**. Accordingly and by virtue of the above arrangement the Developer are well and sufficiently entitled to sell the various units in the said Project which comprises several plots, flats, villas, shops etc. of various sizes, dimensions and land uses forming part of the approved Layout Plan of the said Project.

ANDWHEREAS the Purchaser has applied to the Developer for allotment of a Residential Plot admeasuring _____ Sq. yards in the said Project and accordingly the Seller allotted a Residential Plot No. _____ in the said project as per the approved Layout Plan thereof by the Concerned Authority (hereinafter after referred to as the “**said Plot**”) more particularly described in the **Schedule-II** for a total consideration of Rs. _____/- (Rupees _____ only) including the Purchaser’s share of payments of the charges levied by any Government or Local Authority for provision of external and/or peripheral services on terms and conditions contained in the duly executed Buyer’s Agreement (hereinafter referred to as the “**said Agreement**”) issued by the Seller in favour of the Purchaser to his/her complete satisfaction as to the covenants enumerated therein, duly acknowledge by the Purchaser.

ANDWHEREAS the Purchaser has inspected the Site, the Plans, ownership records/title deeds and other documents relating to the title and all other details of the said Project and the said Plot as well as the approvals, permissions and sanctions given by the Government and Statutory Authorities, which the Purchaser considered necessary and relevant for the purchase of the plot in reference. The Purchaser has satisfied himself/herself about the right, title and capacity of the Seller to develop the said Project and to sell the said plot and has understood all limitations and obligations thereof. Accordingly the Purchaser has now expressed his/her desire to get this conveyance deed thereof executed and registered in his/her favour.

NOW THEREFORE, THIS DEED WITNESSETH AS FOLLOWS:

1. The Purchaser, in terms of the said Agreement has paid the total agreed Sale Consideration of Rs. _____/- (Rupees _____ only) to the Sellers for the said Plot

bearing No. _____, admeasuring _____ Sq. yards., receipt whereof the Sellers hereby admits and acknowledges, the Sellers does hereby transfer, convey and assign by way of sale unto the Purchaser the said Plot forming part of the approved layout plan of the said Project and more particularly described in the Schedule II hereunder written together with all rights, liberties, privileges, easements necessary for the enjoyment of the said Plot to have and to hold the Said Plot together with all rights and appurtenances absolutely and forever.

2. The Purchaser has already paid to the Sellers his share of charges paid to the Government or Local Authority for the provision of external and/or peripheral services. The Purchaser hereby unconditionally and irrevocably agrees to pay any additional/fresh taxes, charges or cess which may be levied by any governmental or Local Authority for the provision of the said services or any other services attributable/related to the Said Plot.
3. That the Purchaser further confirms and declares that he/she has inspected the physical condition of the said Plot and also the dimension of the said Plot and admits that the same is in conformity with the description given in this Conveyance Deed and that he has no claim whatsoever against the Sellers in this regard.
4. The Sellers have handed over actual physical, peaceful and vacant possession of said Plot to the Purchaser.
5. That it is hereby clarified that the electric, water, sewerage connection etc. shall be obtained by the Purchaser directly from the Government or Competent Authority or Local Body at its own Cost, charge and expense. These charges are not included in the consideration of the Said Plot and shall be borne by the Purchaser.
6. That the Purchaser confirms that, he has full knowledge or has taken advice from competent persons of all laws, rules, regulations, notifications applicable to the said Plot/said Land/said Project. The Purchaser hereby undertakes that he/she shall comply with and carry out, from time to time all the requirements, requisitions, demands and repairs which are required by any Department / Authority /Government or any other Competent Authority in respect of the said Plot/said Land/said Project at his/her own cost and keep the Sellers indemnified, secured on account of non-compliance with the said requirements, requisitions, demands and repairs.
7. That the Purchaser undertakes that the said Plot shall always be used for residential purpose only. Any change in the specified use which is not in with the theme of the said Project or is detrimental to the public interest will be treated as a breach of the condition entitling the Sellers to initiate and seek appropriate legal remedy against the Purchaser for such violation.
8. The Purchaser in order to maintain the aesthetic look of the said Project undertakes and agrees to construct the external façade of the building in a manner as may be informed by the Developer/Land Owner and/or the maintenance agency appointed by the Developer from time to time which shall harmonize with the overall design and colour scheme of the project.

9. That the Purchaser shall have no right in any of the common areas in the said Project including the community building, open spaces etc. develop and/or to be developed by the Sellers in the said Project. The Purchaser or any other person(s) claiming through the Purchaser shall not be entitled to bring any action for partition or division of the said area and facilities, or any part thereof. The Purchaser shall only have right to ingress/egress, or in respect of the open spaces and/or any of the common area such as parks, community building etc. in the said Project. The Purchaser hereby agrees and confirms that the purchaser shall not create any blockages, elevations, constructions in the common area.
10. That Purchaser shall commence and complete the construction on the Said Plot within the stipulated time by the Competent Authority from the date hereof. In the event the Purchaser fails to abide by the said timeline or does not construct the building in conformity with the approved plans, the Purchaser agrees to be liable for and bear payment of any penalty, imposition etc., imposed by the Competent Authority for such deviation and failure, at the rate(s) applicable at the relevant time. The Purchaser hereby undertakes and confirms that he/she shall construct the building on the said Plot, strictly as per the approved Layout and Building Plans in respect thereof within the stipulated time thereon prescribed by the concerned/Competent Authority, failing which the Purchaser agrees to be liable for and bear payment of any penalty, imposition etc., imposed by the Competent Authority and further undertakes to keep the Sellers indemnified in this regard. The Purchaser has clearly understood that any unauthorized construction shall attract penalty and demolition from the agencies and/or authorities as applicable.
11. That the Purchaser shall not pollute the environment and surrounding by noise or throwing or accumulating rubbish, dust, rags, garbage etc. anywhere in the said project save and except at areas /places specifically earmarked for these purposes and in the described manner, in the said project.
12. That the said Project shall always be known as “**(Project Name)**” and this name shall never be changed, altered, edited, added with unapproved details by the purchaser. The name shall form integral part of the addresses.
13. That the Purchaser hereby undertakes to pay to the appropriate authority, all the rates, taxes, charges and assessments of every description including cess, municipal tax etc. which may be assessed, charged or imposed, at any time hereafter, upon the said Plot and building constructed thereon, from time to time and at all times from the date of sale of the said plot by the Sellers.
14. That it would be compulsory for the Purchaser to execute a separate Maintenance Agreement with the Sellers or with the Maintenance Agency nominated by the Sellers as and when called upon by the Developer /Land Owner, with regard to the terms and conditions of Maintenance of the said Project and shall be bound by the rules and regulations as described in the Maintenance Agreement. The purchaser shall also be liable to pay to the Sellers the charges as may be determine by the Sellers or its nominated Maintenance Agency. All such charges shall be payable and be paid by the Purchaser to the Sellers/Maintenance Agency periodically as and when demanded by the Sellers/Maintenance Agency. The Purchaser shall keep with the Sellers an Interest Free Maintenance Security (IFMS) deposit towards payment of maintenance charges in order to

secure adequate provision of the maintenance services and due performance of the purchaser in paying promptly the maintenance bills and other charges as raised by the nominated maintenance agency.

15. That the common areas and facilities shall remain under the control of the Sellers whose responsibility will be to maintain and upkeep the common areas and provide common amenities until the same are transferred/ assigned to the Municipal Council, Derabassi or any other body or handed over to the Maintenance Agency or Resident Welfare Association .
16. That the Purchaser further assures that whenever the title of Purchaser, in the said Plot, is transferred in any manner whatsoever, such transferee shall be bound by all the covenants and conditions contained in this Deed and Said Agreements previously entered with the Sellers.
17. That whenever the title of the said plot is intended to be transferred in any manner whatsoever, the transferor shall prior to execution and registration of transfer deed shall pay the outstanding Maintenance and other charges payable to the Maintenance Agency and obtain No Dues Certificate before effecting the transfer of the said Plot, failing which the Sellers or the Maintenance shall have the right to not recognized such transfer and further terminate providing any maintenance services to the said Plot.
18. That the Purchaser undertakes to comply with all the covenants, representations, warranties and undertakings contained herein or in the Said agreement and keep the Sellers, its employees, representatives, agents and/or members/other residents in the said Project harmless and indemnified of all claims/actions, as may be brought by the Purchaser/ his co-inhabitants/his heirs or any persons claiming through him, and all losses, damages, penalties, attorney fee, etc., as may be suffered by the Sellers on account of any Act or omission by the Purchaser in this regard.
19. That the Purchaser hereby further assures and undertakes to observe and perform all the covenants and conditions contained herein including the terms and conditions of Deeds, and to keep the Sellers and its representatives, estates and effects, indemnified to the fullest extent from all or any action, suits, claims, proceedings, costs, damages, judgments, amounts paid in settlements and expenses relating to arising out of any act, conduct or breach of the Purchaser.
20. The Purchaser undertakes and agrees to Comply with the House rules framed by the Sellers and/or the Maintenance Agency appointed by the Sellers. Further, the Sellers and/or Maintenance Agency shall at its sole and absolute discretion have right to alter or modify the House rules in the interest of the said Project.
21. That the Purchaser has borne all the expenses for the execution and registration of this Deed including cost of stamp duty, registration and other incidental charges. The Conveyance Deed in respect of the transaction involved herein, is valued for Rs. _____/- (Rupees _____), for the purpose of Stamp Duty in terms of the Indian Stamp Acts, 1899 and accordingly the stamp duty is being paid thereon. Any deficiency in the stamp duty as may be determined by the Sub-Registrar/Concerned Authority along with consequent penalties/deficiencies as may be

levied in respect of the said Plot conveyed by this Deed shall be borne by the Purchaser(s) exclusively and the Sellers accepts no responsibility in this regard.

SCHEDULE I

SCHEDULE OF SAID LAND

(PUT ENTIRE LAND DETAIL OF 23.5335 ACRES OF LAND)

SCHEDULE II

SCHEDULE OF SAID PLOT

That all the rights, title and interest of the Seller, into and upon that piece and parcel of land having area admeasuring _____ sq.yards, bearing plot no. _____ falling within the said Project situated at _ Village Madhopur Tehsil- Derabassi, District- SAS Nagar, Mohali, Punjab as per the approved Layout thereof by the Competent Authority. The Layout plan is enclosed herewith.

Boundries:

North :

South :

East :

West :

In witness whereof the parties have hereto set their respective hands on the day, month and year first above written

WITNESSES:

1.

SELLER

ATS Infrastructure Limited through

DELELOPER

ATS _____

PURCHASER