

CONVEYANCE DEED FOR A SUM OF RS. -----/-

STAMP DUTY : RS. -----/-

STAMP NO. ----- DATE : -----

Issued by :Treasury, Gurgaon

(IN TERMS OF NOTIFICATION NO.5268-STR-1-2009/930 DATED 8.4.2010)

THIS DEED OF CONVEYANCE IS EXECUTED AT Gurgaon on this ___ day of _____, 2010, by AND BETWEEN CENTRAL GOVERNMENT EMPLOYEES WELFARE HOUSING ORGANISATION (CGEWHO), a society registered under the Societies Registration Act XXI of 1860, having its registered office at 6th Floor, A Wing, Janpath Bhawan, New Delhi-110001, through its authorised signatory _____

Vide Authorisation Dated _____ by CGEWHO, (hereinafter called the “Transferor”) which expression shall unless repugnant to the context hereof shall include all its successors, administrators, executors and assigns of the ONE PART.

AND

(hereinafter called the “Transferee”) which expression shall unless repugnant to the meaning or context therefore shall mean and include his heirs, administrators, legal representatives and assigns of the OTHER PART.

WHEREAS the above said **Transferor** was allotted by Haryana Urban Development Authority (HUDA), **land admeasuring 1,57,000 Square Meters (1,87,772 Sq. Yards), at Plot No.GH-49, at Sector-56, Gurgaon, Haryana** for development of a Group Housing Society Project for the allottees of the **Transferor**.

AND WHEREAS the **Transferor** has been conveyed title of the aforesaid land **Plot No. GH-49, Sector-56, Gurgaon, Haryana**, by the Chief Administrator through Estate Officer, HUDA, Gurgaon vide registered Conveyance Deed No. 23298 Dated 11-02-2009 registered in the office of Sub Registrar, Gurgaon.

AND WHEREAS the **Transferor** has promoted a group housing project also known as **Kendriya Vihar, Plot No. GH-49, Sector-56, Gurgaon, Haryana** and as per its rules of allotment, the **TRANSFEREES** was/were allotted a dwelling unit, Covered Car Parking (CCP)/ **Open Car Parking (OCP)/ Scooter Parking (SP)**, alongwith the common amenities more fully described in the schedule herein below and located in the group housing project mentioned herein above. The **Transferee** is/are in physical possession of the scheduled property named herein.

AND WHEREAS the **Transferor** herein for the legal requirements convey the right and title of the above said **Dwelling Unit & CCP/OCP/SP** in favour of the **Transferee**.

NOW THEREFORE IT IS HEREBY AGREED, DECLARED, COVENANTED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-

1. That the **Transferor** has upon allotment of the scheduled dwelling unit and **CCP** has received from **Transferee** a sum of **Rs. _____/- (Rupees _____ only)**, receipt of which the **Transferor** fully acknowledges, as consideration towards the cost of land, excluding cost of construction of the **Dwelling Unit & CCP/OCP/SP** and with right to enjoy common amenities in the complex, named above.
2. That for the purpose of payment of Stamp Duty this transaction has been valued at **Rs. _____/- (Rupees _____ only)**, being the proportionate share of _____ **sq. ft.** in total plot of land allocated to the **Transferees** in terms of the **notification No.5268-STR-1-2009/930 dated 8.4.2010 issued by the Financial Commissioner & Principal Secretary to Government of Haryana, Revenue and Disaster Management Department, Chandigarh.**

WHEREAS the cost of construction of aforesaid flat, proportionate share of interest on land cost and other development expenses have been borne and paid by the allottee/Transferee on actual basis through the Transferor society.

3. That the **Transferor** herein grants, conveys and **Transfers** all its rights and interest in the said **Dwelling Unit No. _____, Floor _____ Block - _____, admeasuring _____ Sq. Ft. and CCP No. _____, in Block _____, admeasuring _____ Sq. Ft, in the residential colony also known as Kendriya Vihar, situated at Plot No. GH-49, Sector-56, Gurgaon, Haryana, unto the TRANSFEREE herein.**

4. That the said **Dwelling Unit & CCP/OCP/SP** transferred herein is free hold and free from all encumbrances, claims, encroachment, claims, demands, dues, liens, mortgage, decrees, litigations, prior sales, agreement to sell etc.
5. That the actual physical possession of the **Dwelling Unit & CCP/OCP/SP** hereby conveyed has been delivered to the **Transferee** at the spot who has become the absolute owner in possession of the same and shall enjoy all the rights, privilege, passage, appurtnances, electricity meter and possession etc. and absolute owner in the said **Dwelling Unit & CCP/OCP/SP** without any hindrances, claims, demands by the transferor or its heirs etc.
6. That all the expenses for the stamp duty and registration and other incidental charges for this conveyance deed have been borne and paid by the **Transferee**.
7. That the taxes, cesses, dues or demands in respect of the dwelling unit have been paid and cleared by the **Transferee** and he/they further undertakes to be liable to pay all such taxes, cesses, dues and demands, as made by the municipality, HUDA or any other authority demanded hereinafter, which shall be the responsibility of the **Transferee**.
8. That the **Transferor** being a society is exempted from the Income Tax, therefore no clearance certificate from the authority concerned vide Performa 34-A under section 230-A(I) of the Income Tax Act., 1961 is required while executing this indenture.
9. That the **Transferee** agrees and undertakes to abide by all the terms and conditions of HUDA, the rules of allotment of the transferor and local municipality and further undertakes to abide by all the terms and conditions of the maintenance society of the residential complex of which **Transferee** is a member and that the **Transferee** shall not carry out any unauthorized addition and alteration in the Dwelling Unit so conveyed, **Transferee** shall obtain no objection certificate from the **Transferor** before selling the property or creating a lien thereon.

THE TRANSFEROR DECLARES AND ASSURES THE TRANSFEREES

10. That the property hereby conveyed has been acquired from HUDA by virtue of the conveyance deed mentioned herein above and that no one else except the **Transferor** has rights, claims, interest and concern whatsoever in the said property hereby conveyed to the **Transferee**.
11. That the property hereby conveyed is free from all sorts of encumbrances, charges, legal flaws, liens, taxes, mortgage, court decrees, and attachments etc.

12. That the contents of this documents are true and correct and if at any time hereafter the assurance and contents conditioned herein above are found to be incorrect due to any defect in the title of the **Transferee** of it's rights, the property hereby conveyed or any part thereof because of which the **Transferee** may suffer any loss then the **Transferor** shall be liable to make good the loss thus suffered by the **Transferee** and keep the **Transferee** saved, harmless and indemnified.
13. That the **Transferor** and the **Transferee** will abide by terms and conditions of allotment provisions of HUDA Act 1977 and regulation under and policy instructions of Haryana apartments ownership Act.
14. That transferor and **Transferee** will abide by the provision of Haryana Apartment Act 1983 and rules framed therein from time to time.

SCHEDULE OF THE DWELLING UNIT

That dwelling unit No. _____, admeasuring _____ Sq. Ft. in Block _____, and **CCP No.** _____, admeasuring _____ Sq. Ft. in **Block** _____, Gross Area _____ Sq. Ft. **in the residential colony also known as Kendriya Vihar, situated at Plot No. GH-49, Sector-56, Gurgaon, Haryana,** and more specifically shown in the plan annexed hereto as ANNEXURE-A, with boundaries of the property as under:-

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

IN WITNESS WHEREOF, THE PARTIES ABOVE NAMED HAVE AFFIXED THEIR SIGNATURES ON THIS DEED OF CONVEYANCE ON THE DAY, MONTH AND YEAR WRITTEN IN THE PRESENCE OF THE WITNESSES GIVEN BELOW:-

WITNESSES :-

1. For Central Government Employees
Welfare Housing Organisation
(TRANSFEROR)

2. _____
(TRANSFEEE).