

CONVEYANCE DEED

Note : This format has been prepared as applicable to flats. The word "flat" can be substituted with the type of property for which this document is being executed. Similarly, the name of the concerned authority can also be changed as applicable. For the sake of convenience, we have italicized such words.

This conveyance made on this _____ day of _____
_____ between President of India hereinafter called "The Vendor" (which expression shall unless excluded by or repugnant to the context be deemed to include his successors in office and assigns) of the one part and Shri/Smt./Kumari _____ daughter/wife/widow of Shri. _____ Resident of _____
_____ through his/her attorney Shri/Smt./Kumari _____
_____ son/daughter/wife/widow of Shri. _____
hereinafter called the "Allottee" (which expression shall unless excluded by or repugnant to the context be deemed to include his successors in office and assigns) of the second part and Shri/Smt./Kumari _____ daughter/wife/widow of Shri. _____ Resident of _____
_____ hereinafter called the "Purchaser" (which expression shall unless excluded by or repugnant to the context be deemed to include his successors in office and assigns) of the third part.

WHEREAS the Allottee is a member of *Co-Operative Society* which was allotted land measuring _____ sq. mts. at _____ vide lease deed dtd. _____ and registered with the *Sub-Registrar of Mumbai* as Document No. _____ in Book No. _____ Volume No. _____ at pages _____ to _____.

WHEREAS vide Allotment letter No. _____ dated _____ *Flat No.* _____ Block No. _____ situated in _____ (full particulars of the property may kindly be mentioned here) was allotted to the said allottee herein, subject to the limitation, terms and conditions mentioned therein.

AND WHEREAS the allottee Shri/Smt./Kumari _____ Son/Daughter of _____ Resident of _____ has executed Power of Attorney on _____ appointing Shri/Smt./Kumari _____ Son/Daughter of _____ Resident of _____ as his/her attorney authorizing him/her to sell the said property on his/her behalf. And Whereas the allottee had given the possession of the property to the purchaser and now the said property is in the possession of the purchaser.

AND WHEREAS representing that the said allotment is still valid and subsisting the said allottee has applied to the vendor through his attorney for grant of reversionary interest of the vendor in the land underneath the *flat* allotted /leased/conveyed to him/her in favour of the purchaser and the vendor has agreed to convey the reversionary interest in the land underneath the demised property to the purchaser subject to the terms and conditions appearing hereinafter.

NOW THIS INDENTURE WITNESSES THAT in consideration of the sum of Rs. _____ (Rupees _____) paid before the execution hereof (the receipt whereof the Vendor hereby admits and acknowledges) the aforesaid

representation and subject to the limitation mentioned hereinafter the Vendor doth hereby grants, conveys, sells, releases and transfers, assigns and assures unto the aforesaid purchaser all his reversionary interest in the land underneath the said *flat* (full particulars of the said *flat* may kindly be mentioned here) (hereinafter referred to as the said property) more fully in the Schedule described hereunder together with all remainder, rents, issue and profits thereof TO HAVE AND TO HOLD the same unto the purchaser absolutely and forever subject to the exceptions, reservations, covenants and conditions hereafter contained that, is to say as follows :

1. The Vendor expects and reserves unto himself all mines and minerals of whatever nature lying in or under the said property together with full liberty at all times for the Vendor, its agents and workmen, to enter upon all or any part of the property to search for, win, make, merchantable and carry away the said mines and minerals under or upon the said property or any adjoining lands of the Vendor and to lay down the surface of all or any part of the said property and any building under or hereafter to be erected thereon making fair compensation to the purchaser for damage done unto him thereby, subject to the payment of land revenue of other imposition payable or which may become lawfully payable in respect of said property and to all public rights or easement affecting the same.
2. "That notwithstanding execution of this deed, use of the property in contravention of the provisions of Master Plan/Zonal Development Plan/Layout Plan shall not be deemed to have been condoned in any manner and *Mumbai Development Authority* shall be entitled to take appropriate action for contravention of Section 14 of *Mumbai Development Act* or any other law for the time being in force.
3. The purchaser shall comply with the building, drainage and other bye laws of the appropriate Municipal or other authorities for the time being in force.
4. If it is discovered at any stage that this deed has been obtained by suppressions of any fact or by any mis - statement, mis - representation or fraud, then this deed shall become void at the option of the vendor, which shall have the right to cancel this deed and forfeit the consideration paid by the purchaser. The decision of the vendor in this regard shall be final and binding upon the purchaser and shall not be called in question in any proceedings.

It is further declared that as a result of this present purchaser from the date mentioned hereafter will become absolute owner in fee simple of the said property and the vendor doth hereby releases the Purchaser from all liability in respect of rent reserved by and the covenants and conditions contained in the said allotment letter required to be observed by the purchaser of the said demised property.

The stamp duty and registration charges, upon this instrument shall be borne by the purchaser.

The transfer shall be deemed to have come into force with effect from the date of registration of this deed.

In witness whereof, Shri/Smt./Kumari _____, for and on behalf of and by the order and direction of the Vendor has hereunto set his hand and Shri/Smt./Kumari _____

Attorney of Allottee _____ & Shri/Smt./Kumari _____
the purchaser, have hereunto set their hand, day and year first above written.

THE SCHEDULE ABOVE REFERRED TO :

All that *Flat No.* _____ in Block No. _____ consisting of _____
_____ or thereabouts in the _____ *Co-Operative Group Housing*
Society bounded in the layout plan as follows:

NORTH _____

EAST _____

SOUTH _____

WEST _____

Signed by Shri. _____

For and on behalf of and by the order and direction of President of India

(Vendor)

In the presence of

Shri. _____

Shri. _____

Signed By Shri/Smt./Kumari _____

Allottee)

(Attorney of the

In the presence of

Shri. _____

Shri. _____

Signed By Shri/Smt./Kumari _____

(Purchaser)