

## CONVEYANCE DEED

This conveyance deed is executed at Lucknow on this \_\_\_\_ day of \_\_\_\_\_, 2019 (“Conveyance Deed”)

### AMONGST

**Surya Infra Developers**, a partnership firm registered under the provisions of the Partnership Act, 1932, having its registered place of business at 13/20, Indira Nagar, Lucknow (PAN - \_\_\_\_\_), represented by its authorized partner \_\_\_\_\_ (Aadhar No. \_\_\_\_\_) authorized vide \_\_\_\_\_, hereinafter referred to as the “**Promoter**” (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) being party of the **FIRST PART**;

### AND

[If the Buyer 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 “**Buyer**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) being party of the **SECOND PART**;

[OR]

is a Partnership]

[If the Buyer

\_\_\_\_\_, 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 \_\_\_\_\_, hereinafter referred to as the “**Buyer**” (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) being party of the **SECOND PART**;

[OR]

[If the Buyer is a LLP]

\_\_\_\_\_ (LLP), a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008 having registration no. \_\_\_\_\_ and having its registered office at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized partner, \_\_\_\_\_, (Aadhar No. \_\_\_\_\_) authorized vide \_\_\_\_\_, hereinafter referred to as the “**Buyer**” (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) being party of the **SECOND PART**;

[OR]

[If the Buyer is an Individual]

Mr. / Ms. \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) son / daughter of \_\_\_\_\_, aged about \_\_\_\_\_, residing at \_\_\_\_\_, (PAN \_\_\_\_\_), hereinafter called the “**Buyer**” (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) being party of the **SECOND PART**;

[OR]

[If the Buyer 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 \_\_\_\_\_), hereinafter referred to as the “**Buyer**” (which expression shall unless repugnant to the context or 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). being party of the **SECOND PART**;

[Please insert details of other buyer(s), in case of more than one buyer]

All parties to this Conveyance Deed i.e. Promoter and the Buyer are hereinafter collectively referred to as the “**Parties**” and sometimes individually referred to as “**Party**”.

## **DEFINITIONS:**

In this Conveyance Deed, unless repugnant or contrary to the context, and in addition to terms otherwise defined herein, following terms shall have meanings assigned herein below -

- (a) “**Act**” means the Real Estate (Regulation and Development) Act, 2016 and subsequent amendments thereto;
- (b) “**Adjudicating Officer**” shall have the same meaning ascribed to it under the Act;
- (c) “**Apartment Act**” shall mean the Uttar Pradesh Apartment Act, 2010;

- (d) **“Applicable Laws”** shall mean and include any applicable Central, State or local laws, statutes, ordinances, rules, regulations, codes, bye-laws etc. including amendments/ modification thereto, any government notifications, circulars, office orders, directives, guidelines, policies etc. or any government order or direction, judgment, decree or order of a judicial or a quasi-judicial authority whether in effect on the date of this Conveyance Deed or thereafter;
- (e) **“Applicable Taxes”** shall mean all the taxes, cess, revenue, by whatever name called, payable by the Promoters;
- (f) **“Association of Buyers”** shall mean the condominium / association of the buyers / apartment owners in the Project as the case may be, which shall be formed by the Promoters under the Applicable Laws;
- (g) **“Authority”** shall mean the U.P. R.E.R.A. authority constituted under the Real Estate (Regulation & Development) Act, 2016;
- (h) **“Booking Amount”** shall mean 10% (Ten Percent) of the Total Price of the Apartment;
- (i) **“Carpet Area”** shall have the same meaning as ascribed to it under the Act;
- (j) **“Common Areas”** shall mean:
  - (i) the entire land for the Complex;
  - (ii) the stair cases, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of buildings;
  - (iii) the common basements, terraces, parks, play areas, open parking areas and common storage spaces;
  - (iv) the premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel;
  - (v) installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy;
  - (vi) the water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
  - (vii) all community and commercial facilities to be provided in the Project under the declaration to be filed under the Apartment Ownership Act;
  - (viii) all other portion of the Project necessary or convenient for its maintenance, safety, etc., and in common use, which shall be provided by the Promoters in the declaration to be filed under the Apartment Act.
- (k) **“Competent Authority”** shall mean any Central or State judicial, quasi-judicial or government authority, body, department, agency or instrumentality (whether statutory or otherwise) having authority or jurisdiction over the Licensed Lands and/or the Project;
- (l) **“DTCP”** shall mean Directorate, Town and Country Planning, Uttar Pradesh;
- (m) **“Force Majeure Event”** shall have the same meaning as ascribed to the term “force majeure event” under the Act;

- (n) **“Government”** means the Government of Uttar Pradesh;
- (o) **“Maintenance Agency”** shall mean either the Promoters themselves or the Association of Buyers or any third party employed / hired by the Promoters / Association of Buyers carrying out the maintenance services in the Project;
- (p) **“Rules”** means the draft U.P. Real Estate (Regulation and Development) 2017;
- (q) **“Section”** means a section of the Act.
- (r) **Total Price”** shall have the same meaning ascribed to it under Clause 1.1.

**WHEREAS:**

A. **M/s. Sankat Mochan Holding Pvt. Ltd.**, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 150, Srirampur Road (North), Garia, Kolkata, hereinafter referred to as the **“Landowners”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) are the absolute owners of a contiguous parcel of land admeasuring 11815 Sq. Meters, situated at GH-1/20 & 1/21, Gomti Nagar Extension, Lucknow (more particularly described in the Part A of Schedule I (hereinafter referred to as the **Licensed Lands**”). The Landowners have acquired the ownership of the Licensed Lands by and under the sale deeds mentioned in Schedule III hereto, duly registered with the Sub-Registrar, Lucknow.

B. By and under duly registered development agreement(s) executed between the Promoter and the Landowners, the Landowners have granted absolute development rights in respect of the Licensed Lands in favour of the Promoters.

C. A Group Housing Project (hereinafter referred to as the **Project**) is being developed upon the Licensed Lands after acquiring all the requisite approvals, licenses, sanctions, No Objection Certificates, et. al. from concerned competent authorities, and strictly in accordance with the development agreement mentioned above, which regulates the sharing of built-up apartments between the Promoters and the Landowners.

D. The Promoters have developed / intend to develop residential towers and/or shops in a phase manner, named T1, T2 & T3 on the Licensed Lands by constructing three residential buildings, shops, and to provide for sole and exclusive facilities in respect of the apartments, and generally to provide necessary infrastructure facilities, amenities and common area, by consuming total FSI of \_\_\_\_\_ square meters.

E. The development carried out / to be carried out on the Complex Lands by the Promoters consists of:

1. Tower 1 as per approved plans consisting of 77 Apartments along with 1 basement, \_\_\_\_\_ basement covered parking and \_\_\_\_\_ stilt parking spaces (**“Tower 1”**)
2. Tower 2 as per approved plans consisting of 77 Apartments along with 1 basements, \_\_\_\_\_ basement covered parking and \_\_\_\_\_ Stilt parking spaces (**“Tower 2”**)
3. Tower 3 as per approved plans consisting of 26 Apartments along with 1 basement, \_\_\_\_\_ basement covered parking and \_\_\_\_\_ stilt car parking spaces (**“Tower 3”**)
4. Club house / community center (**“Club House”**)

6. \_\_\_\_ shops, (“Shops”)

F. The Buyer had entered into an apartment buyer agreement dated \_\_\_\_\_ (“**Apartment Buyer’s Agreement**”) by and under which the Buyer was allotted, on the terms and conditions mentioned therein, the residential apartment bearing No. .... on the ..... floor having Carpet Area of .....square feet in the tower / building ..... (“**Building**”) and having exclusive balconies having an aggregate Carpet Area of \_\_\_\_ square feet; along with ..... covered car parking space no.. ..... for .....cars (“**Car Park Space**”) of \_\_\_\_ feet x \_\_\_\_ feet size each (aggregate area of ..... square feet) in the ..... as permissible under the Applicable Laws and an undivided proportionate interest in the Common Areas in the Real Estate Project (hereinafter referred to as the “**Apartment**”), more particularly described in Schedule VII. The floor plan of the Apartment is annexed hereto and marked as Schedule V.

G. The Buyer has, prior to the date hereof, examined the copy of the RERA Certificate and has caused the RERA Certificate to be examined in detail by his/her/its advocates and planning and architectural consultants. The Buyer has agreed and consented to the development of the Project on the Licensed Lands. The Buyer has also examined all documents and information uploaded by the Promoter on the website of the Authority as required by Act and the Rules and has understood the documents and information in all respects.

The Promoters shall ensure that prior to the conveyance of the Licensed Lands to the Association of the Buyers, which conveyance shall be in conformity with the provisions of Apartment Act, the said facilities shall be fully repaid and satisfied by the Promoters.

H. The Buyer represents and confirms that it has inspected all the documents pertaining to the Project and the Licensed Lands including but not limited to all the title documents and has fully satisfied itself in all respects, with regard to the right, title and interest of the Promoters in the Project and its right to convey the Apartment to the Buyer.

I. The Parties hereby confirm that they are signing this Conveyance Deed with full knowledge of the Applicable Laws.

J. 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 Conveyance Deed and all applicable laws, are now willing to enter into this Conveyance Deed on the terms and conditions appearing hereinafter.

**NOW THEREFORE** in furtherance to receipt of the Total Price, the Parties are executing this Conveyance Deed for recording the sale, conveyance and transfer of the Apartment along with proportionate undivided interest in the Common Areas and exclusive right to use and occupy the Car Park Space, absolutely and forever, in favour of the Buyer on the terms and conditions mutually agreed by and between the Parties and contained in this Conveyance Deed.

**1. CONVEYANCE:**

- 1.1 In consideration of the payment of the entire consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) ("**Total Price**") and the statutory and other charges by the Buyer in terms of the Apartment Buyer's Agreement and in consideration of the adherence to and compliance with various terms, conditions, covenants and obligations of the Buyer stated in this Conveyance Deed, the Apartment is hereby sold, conveyed and transferred in favour of the Buyer absolutely and forever, free from all encumbrances, along with proportionate undivided interest in the Common Areas and exclusive right to use and occupy the Car Park Space.

1.2 The Total Price for the Apartment based on the Carpet Area is Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) (“**Total Price**”). The breakup and description of the Total Price is as follows:

Block/ Building/ Tower no. \_\_\_\_\_ Apartment No. \_\_\_\_\_  
 Type \_\_\_\_\_ Floor \_\_\_\_\_  
 Rate of Apartment per square feet

Total price (in rupees)

**S. No.**

**Charges**

**Amount**

1.  
Basic sale price at the rate of Rs. \_\_\_\_/- per sq. ft. of the Carpet Area
  
2.  
Preferential location charges at the rate of Rs. \_\_\_\_ per sq. ft. Carpet Area
  
3.  
Exclusive use of balcony(ies)/ open terrace(s) at the rate of Rs. \_\_\_\_ per sq. ft. of the Carpet Area
  
4.  
Proportionate cost of share in Common Areas at the rate of Rs. \_\_\_\_ per sq. ft. of the Carpet Area
  
5.  
Development Charges:
  - a. External development charges at the rate of Rs. \_\_\_\_ per sq. ft.
  - b. Internal development charges at the rate of Rs. \_\_\_\_ per sq. ft.
  - c. Infrastructure augmentation charges at the rate of Rs. \_\_\_\_ per sq. ft.
  
6.  
Applicable Taxes:
  - a. GST
  - b. Labour cess

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[AND] [if / as applicable]

Explanation:

- (i) The Total Price above includes the Booking Amount paid by the Buyer to the Promoter towards the Apartment;
- (ii) The Total Price above includes taxes (consisting of tax paid or payable by the Promoter by way of GST and Cess or any other similar taxes which may be levied, in connection with the construction of the Project and payable by the Promoter, by whatever name called) up to the date of handing over the possession of the Apartment to the Buyer and the Project to the Association of Buyers or the competent authority, as the case may be, after obtaining the occupation / completion certificate;
- (iii) The Total Price of the Apartment includes recovery of price of land, construction of the Apartment and the Common Areas, preferential location charges, charges for exclusive use of balcony (ies)/ open terrace(s), internal development charges, external development charges, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas, maintenance charges for the first 12 months as mentioned above and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.
- (iv) The Buyer is aware that as per the amended Income Tax Act, 1961, any payment made on or after 01.06.2013 for acquisition of any immovable property other than agricultural land is subject to Tax Deduction at Source (“TDS”) at the rate of 1% where the aggregate consideration is equal to or more than Rs. 50,00,000/-. As may be applicable, the Buyer has to deduct the 1% TDS as would be informed by the Promoters at the time of actual payment or credit of such sum to the account of Surya Infra Developers, and within 30 days of such deduction the Buyer shall submit the original TDS certificate to Surya Infra Developers which shall be a condition precedent to the handover of possession and execution of the Conveyance Deed in favour of the Buyer. The Buyer agrees and undertakes that if the Buyer fails and / or neglects to deduct the TDS or fails to deposit the same with the authorities after such deduction, the Buyer alone shall be deemed to be an assessee in default in respect of such tax and the Promoters shall not be liable for any statutory obligations / liability or non-deposit of such TDS. In case the credit of TDS deducted by the Buyer is not reflected in Form No. 26AS of the Income Tax Act, 1961 and the rules thereunder, and if the original TDS certificate is not submitted by the Buyer to the Promoters then the amount of

TDS shall be considered as receivable from the Buyer and handover of the possession of the Apartment shall be subject to adjustment/recovery of such amount.

- 1.3 It is agreed that the Promoters shall not make any additions and alterations in the sanctioned plans, layout plans and specifications & amenities which are part of the Apartment (as mentioned in Schedule VI hereto, and which are in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the Apartment without the previous written consent of the Buyer as per the provisions of the Act. Provided that the Promoter may make such minor additions or alterations as may be required by the Buyer, or such minor changes or alterations as per the provisions of the Act.
- 1.4 The Buyer shall have the right to the Apartment as mentioned below:
  - (i) The Buyer shall have exclusive ownership of the Apartment.
  - (ii) The Buyer shall have undivided proportionate share in the Common Areas. Since the share/ interest of the Buyer in the Common Areas is undivided and cannot be divided or separated, the Buyer shall use the Common Areas along with other occupants, maintenance staff, etc., without causing any inconvenience or hindrance to them.
  - (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of not only the Apartment but also the Common Areas, preferential location charges, charges for exclusive use of balcony(ies)/ open terrace(s)/ garden(s), internal development charges, external development charges, infrastructure augmentation charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas, maintenance charges for the first 12 months as mentioned above and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Real Estate Project.

- 1.5 It is clearly understood by the Buyer that the Buyer shall at no time have the ownership or title over the Car Park Space, except for the exclusive right to use and occupy the same for himself or for his visitors. It is made clear by the Promoter and the Buyer agrees that the Apartment along with covered parking shall be treated as a single indivisible Apartment for all purposes. It is agreed that the Project is an independent, self-contained project covering the Licensed Lands and is not a part of any other project or zone and shall not form a part of and/or linked/ combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Buyer. It is clarified that common areas / services / facilities of the project shall be available for use and enjoyment of all buyers of the Project.
- 1.6 The Promoters has paid all outgoings before transferring the physical possession of the apartments to the Buyer, which it has collected from all buyers, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Real Estate Project). If the Promoters fail to pay all or any of the outgoings collected by it from the buyers or any liability, mortgage loan and interest thereon before transferring the apartments to the Buyer, the Promoters agree to be liable, even after the transfer of the property, to pay such outgoings 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.

## **2. CONSTRUCTION OF THE REAL ESTATE PROJECT AND HANDOVER OF APARTMENT:**

- 2.1 The Building in which the Apartment is located has been completed and the necessary occupation / part occupation certificate in respect of the said Building has been obtained from the Competent Authority. However, the Promoters have made it clear to the Buyer that as far as the other buildings / towers in the Complex are concerned the same is being completed in parts / phases and the Promoters shall obtain the part occupation certificates for the same in future. The Promoters and/or its agents or contractors shall be entitled to carry on the remaining work, including further and additional construction work in the Complex including the areas adjoining / near the Building in which the Apartment is located.
- 2.2 The Buyer has seen and accepted the proposed layout plan, floor plan and common areas / services / facilities [as mentioned in Schedule V, Schedule VII and Schedule VIII] and which has been approved by the Competent Authority, as represented by the Promoters. The Promoters shall develop the Complex in accordance with the said layout plans, floor plans and specifications, amenities and facilities. The Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the State of Uttar Pradesh and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act.



- 2.3 The Buyer understands and agrees that the Promoters shall carry out the internal development within the Project, which inter alia, includes laying of roads, water lines, sewer lines, electrical lines etc., however, it is understood that external linkages for these services beyond the periphery of the Project, such as water lines, sewer lines, storm water drains, roads, electricity, and other such integral services are to be provided by the appropriate Government and/or the local authorities and the Promoter is dependent on the appropriate Government for providing such external linkage and the Promoter shall bear no responsibility for such unfinished work save and except towards payment of EDC or similar charges to the extent set out herein.

It is further clarified and the Buyer agrees that in the event the appropriate Government fails to provide the external linkages for water lines and electricity at the time of execution of this Conveyance Deed, the Promoters shall make arrangements for water supply through tankers or otherwise, and electricity supply through DG sets, the charges for which shall be payable by the buyers at the Real Estate Project to be calculated on the basis of actual cost including applicable taxes and duties plus a mark-up.

- 2.4 The Promoters have handed over the vacant, physical and peaceful possession of the Apartment to the Buyer as per the specifications & amenities mentioned in Schedule VI hereto. On and from the date of execution of this Conveyance Deed, the Buyer shall be liable to bear and pay the proportionate charges of all outgoings / charges in respect of the said Apartment as may be levied by the Association of Buyers or Maintenance Agency, as the case may be, together with all rates, taxes, cesses, assessments, betterment charges, levies etc. payable to any Competent Authority.
- 2.5 Upon handing over possession of the Apartment, the Buyer shall, after obtaining all permissions, approvals etc. as may be required and at his own costs and expenses, carry out the fit-outs/ interior works in the Apartment, as per its requirement and use. All such works in respect of fit-outs/ interior works in the Apartment will be done as permitted by the Association of Buyers / Maintenance Agency and upon payment of charges, if any, as may be levied by the Association of Buyers / Maintenance Agency. The Buyer shall ensure and undertakes that all such fit-outs done internally within the Apartment shall not pose any nuisance to the other occupants/purchasers and also protect against fire, pollution or health hazards, noise, etc. in the Project.
- 2.6 On and from the date of handover of the Apartment the Buyer shall be liable to pay for the electricity & water consumption at the Apartment as per the bills issued by the Competent Authorities or the Maintenance Agency, from time to time.
- 2.7 The Buyer hereby agrees and undertakes to be a member of the Association of Buyers to be formed under the Act / Apartment Act and to sign and execute the application for registration, other papers and documents necessary for the formation of and registration of such Association of Buyers. The Buyer shall observe and perform all the rules, regulations of the Association of Buyers that may be specified in detail under its bye-laws.

### **3. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**



The Promoters hereby represent and warrant to the Buyer as follows:

- (i) The Landowners have absolute, clear and marketable title with respect to the Licensed Lands;
- (ii) The Promoters have lawful rights and requisite approvals from the Competent Authorities to carry out development of the Real Estate Project;
- (iii) There are no litigations pending before any Court of law or authority with respect to the Licensed Lands, Real Estate Project or the Apartment;
- (iv) All approvals, licenses and permits issued by the Competent Authorities with respect to the Licensed Lands, the Real Estate Project, the Buildings and the Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoters have been and shall, at all times, remain to be in compliance with all the Applicable Laws in relation to the Complex Lands, the Real Estate Project, the Building, the Apartment and the Common Areas;
- (v) The Promoters and the Landowners have the right to enter into this Conveyance Deed and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Buyer created herein, may be prejudicially affected;
- (vi) The Promoters have not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the Licensed Lands, including the Real Estate Project and the Apartment which will, in any manner, affect the rights of Buyer under this Conveyance Deed;
- (vii) The Promoters and the Landowners confirm that they are not restricted in any manner whatsoever from selling the Apartment to the Buyer in the manner contemplated in this Conveyance Deed;
- (viii) The Licensed Lands are not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the same;
- (ix) The Promoters shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Real Estate Project to the Competent Authorities till the occupation / part occupation certificate has been issued and possession of the apartments along with Common Areas (equipped with all the specifications, amenities and facilities) has been handed over respectively to the allottees and the Association of Buyers or the Competent Authority, as the case may be;
- (x) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition) has been received by or served upon the Promoters in respect of the Complex Lands and/or the Real Estate Project.

**MAINTENANCE OF THE SAID BUILDING/ APARTMENT/ REAL ESTATE:**

- 4.1 The Promoters shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the Association of Buyers upon the issuance of the completion certificate of the Real Estate Project. The maintenance charges for the first 12 months have been included in the Total Price of the Apartment.
- 4.2 The Buyer shall pay the maintenance charges in relation to the Apartment as may be levied by the Maintenance Agency and shall also enter into a maintenance agreement with the Maintenance Agency in the format to be provided by the Promoters. It is made clear to the Buyer that the Maintenance Agency shall render maintenance services only with respect to the Common Areas and these shall mainly relate to services, amongst others, in respect to the public roads, security, landscaping, sewerage, drainage, rain water harvesting, garbage clearance, water, street lights, pavements, horticulture, power back up provision and such other services for the proper running, maintenance and operation of Common Areas.
- 4.3 The Buyer agrees to maintain at the close of each financial year ending on 31<sup>st</sup> March an interest bearing maintenance security deposit (which shall be non-refundable) with the Association of Buyers computed at the rate of INR [●]/- per square feet of the Carpet Area of the Apartment (which rate shall be uniformly applicable to all buyers at the Project). The applicable interest rate on this deposit shall be as per the prevailing interest rates of the bank in which the said amount is deposited.
- 4.4 As and when any plant, machinery, equipment etc. within the Real Estate Project including but not limited to lifts, DG sets, electric substation, pumps, firefighting equipment, etc. requires replacement, up-gradation, addition etc. the cost thereof shall be contributed by all the buyers / occupants of apartments at the Real Estate Project, as the case may be, on pro-rata basis (i.e. in proportion to the Carpet Area of the Apartment to the total Carpet Area of all the apartments in the Real Estate Proje, as the case may be).
- 4.5 The basement(s) and service areas, if any, as located within the Real Estate Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformers, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment etc. and other permitted uses as per sanctioned plans. The Buyer shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Association of Buyers formed by the Buyers for rendering maintenance services.

**5. DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoters as per the Apartment Buyer's Agreement is brought to the notice of the Promoters within a period

of 5 (five) years by the Buyer from the date of handing over possession, it shall be the duty of the Promoters to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoters' failure to rectify such defects within such time, the aggrieved Buyer shall be entitled to receive appropriate compensation in the manner as provided under the Act.

However, the Promoters shall not be liable for rectification of defects in the following circumstances:

- (i) if the same has resulted due to any act, omission or negligence attributable to the Buyer or non-compliance of any Applicable Laws by the Buyer; and
- (ii) the defects that are the result of ordinary wear and tear in due course.

Provided that the Buyer understands that there is a fundamental difference between hand over of the building/ constructions or infrastructure services and systems free from defects on the one hand and maintenance of handed over building/ constructions or infrastructure services and systems so as to maintain defect free functioning which by its nature is a lifelong process. Accordingly, the continued maintenance of the systems handed over would not be the responsibility of the Promoters, and the Promoters shall not be liable for rectification of any defects therein.

Provided further that in case any such structural defect or any other defect in workmanship, quality or provision of services by the Promoters at the Real Estate Project, reasonably and in the ordinary course requires additional time beyond the said 30 (thirty) days, then the Promoter shall be entitled to the same, provided an intimation thereof has been provided to the Buyer prior to expiry of the said initial 30 (thirty) days. The Buyer hereby agrees to such additional time / extension of time without being entitled to / making any claim to receive appropriate compensation in the manner as provided under the Act and/or otherwise under the Applicable Laws.

## **6. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:**

The Maintenance Agency shall have right of unrestricted access to all Common Areas, garages/ covered parking and parking spaces for providing necessary maintenance services and the Buyer agrees to permit the Maintenance Agency to enter into the Apartment or any part thereof, after due notice and during the normal daytime hours, unless the circumstances warrant otherwise, with a view to set right any defect.

## **7. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:**

- a. Subject to Clause 5 above, the Buyer shall, after taking possession, be solely responsible to maintain the Apartment at its own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the Real Estate Project which may be in violation of the Applicable Laws or change or alter or make additions to the Apartment and keep the Apartment, 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 Building is not in any way damaged or jeopardized.

- b. The Buyer further undertakes, assures and guarantees that it would not put any sign-board/ name-plate, neon light, publicity material or advertisement material, any stickers or allow lamination of the exterior glass, etc. on the face/ facade of the Building or anywhere on the exterior of the Real Estate Project, buildings or the said Apartment or the Common Areas. The Buyer shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or permit any remodelling, alteration, variation, change or build upon the look, design, texture, fixtures, materials or any combination thereof or carry out any change in the exterior elevation or design of the Building or the Apartment. Further, the Buyer shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the Common Areas.
- c. The Buyer shall neither encroach upon the Common Areas in the Project nor store any goods, objects, articles, belongings etc. in such areas or block the same in any manner whatsoever.
- d. If any damage is caused to the Apartment, Common Areas or to the Real Estate Project on account of any act, negligence or default on part of the Buyer or his employees, agents, servants, guests, or invitees, the Buyer shall be liable and responsible for the consequences thereof, including the obligation to pay for the rectification of loss and/ or damage caused as may be levied by the Promoters or the Association of Buyers or the Maintenance Agency, as the case may be.
- e. The Buyer shall not remove any wall, including the outer and load bearing wall of the Apartment. The Buyer is strictly prohibited from making any alterations or modifications in the Apartment or outside the Apartment to the structure or the services and systems laid out in the Apartment / Real Estate Project including any changes that are either structural changes or such that would lead to disruption of the services laid out in the buildings or along the buildings for the use by one or more apartments. The Buyer shall not under any circumstances do or allow any alteration/ modification/ change to the interior walls, layout or finishes within the said Apartment save and except with the prior permission of the Association of Buyers in writing.
- f. The Buyer shall not cover or construct on the balcony(ies), open terrace(s) or garden(s) reserved exclusively for the dedicated use of the Apartment and shall only use the same as open balcony(ies), terrace(s) or garden(s), as the case may be, and in no other manner whatsoever.
- g. The Buyer shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoters and thereafter the Association of Buyers and/or Maintenance Agency. The Buyer shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- h. The Buyer shall not use/ cause to be used the said Apartment for any purpose except residential use and shall not permit any commercial activity, and shall always ensure that the Apartment be put to residential use only. Furthermore, the Buyer specifically undertakes not to use the said Apartment or offer it to be used in any manner and/or for



any activity that is prohibited/ irregular/ illegal or other activity that is hazardous or may cause a nuisance of any nature in the Real Estate Project.

- i. The Buyer undertakes not to sub-divide/amalgamate the Apartment(s) with any other apartment / area in the Real Estate Project.
- j. The name of the Project shall always be 'Inaaya Royal Heights' and the Buyer or his lessees / occupant(s) / transferee(s) / assignee(s) or the Association of Buyers shall not be entitled to change the same.
- k. The Buyer shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Apartment in the Common Areas or any portion of the Complex.

**8. COMPLIANCE OF LAWS, NOTIFICATIONS, OTHER OBLIGATIONS ETC. BY THE PARTIES:**

- a. The Parties are entering into this Conveyance Deed with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.
- b. The Promoters have made it expressly clear to the Buyer that the rights of the Promoters in the Apartment agreed to be conveyed/ sold/ transferred herein are circumscribed by and subject to the conditions imposed by the Lucknow Development Authority, U.P. R.E.R.A., DPTC and/or any other statutory authority(ies).
- c. The Buyer shall observe all terms and conditions of this Conveyance Deed, and also those conditions, restrictions and other stipulations imposed in respect of the Project by virtue of the license granted by the authority and shall also abide by the applicable zoning plans, building plans and other Applicable Laws applicable to the Apartment and /or the Project.

**9. ADDITIONAL CONSTRUCTIONS:**

The Promoters undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plans, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

**10. COMPLIANCE WITH APARTMENT ACT AND THE ACT:**

The Promoters have assured the Buyer that the Project in its entirety is in accordance with the provisions of the Apartment Act, Act and rules framed / to be framed thereunder.

**11. ENTIRE CONVEYANCE DEED:**

This Conveyance Deed, along with its schedules, constitutes the entire understanding /

contract between the Parties with respect to the subject matter hereof and supersedes all previous understanding, documents, communications, discussions, arrangements whether written or oral, negotiations held between the Parties (including but not limited to Application, Allotment Letter and the Apartment Buyer's Agreement) and there are no promises or assurances or representations, oral or written, express or implied, of the Promoters, other than those contained in this Conveyance Deed.

**12. PROVISIONS OF THIS CONVEYANCE DEED APPLICABLE ON BUYER/ SUBSEQUENT PURCHASERS OF THE APARTMENT:**

It is clearly understood and agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent purchaser of the Apartment, as in case of a transfer, all obligations go along with the Apartment for all intents and purposes.

**13. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE CONVEYANCE DEED:**

Wherever in this Conveyance Deed it is stipulated that the Buyer has to make any payment, in common with other buyer(s) in the Project, the same shall be the proportion which the Carpet Area of the Apartment bears to the total Carpet Area of all the apartments in the Real Estate Project / Complex, as the case may be.

**IN WITNESS WHEREOF** the Parties hereinabove named have set their respective hands and signed this Conveyance Deed at Lucknow in the presence of attesting witness, signing as such on the day first above written.

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

Buyer: (including joint Buyers)

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

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

**SIGNED AND DELIVERED BY THE WITHIN NAMED (Where-ever Applicable, that is, for Apartments falling in the Promoters' Share):**

Promoters:

Please  
affix  
photographs  
and sign across  
the  
photographs

\_\_\_\_\_  
\_\_\_\_\_  
Signature (Authorised Signatory) \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

Signature (Authorised Signatory) \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

Please  
affix  
photographs  
and sign across  
the  
photographs

**SIGNED AND DELIVERED BY THE WITHIN NAMED (Where-ever Applicable, i.e., for Apartments falling in the share of the Landowner):**

Landowner:

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

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

(3) Signature : \_\_\_\_\_  
Name : \_\_\_\_\_  
Address : \_\_\_\_\_

(4) Signature : \_\_\_\_\_  
Name : \_\_\_\_\_  
Address : \_\_\_\_\_

(5) Signature : \_\_\_\_\_  
Name : \_\_\_\_\_  
Address : \_\_\_\_\_

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

**WITNESSES:** \_\_\_\_\_  
1. Signature \_\_\_\_\_ Name \_\_\_\_\_ Address \_\_\_\_\_  
2. Signature \_\_\_\_\_ Name \_\_\_\_\_ Address \_\_\_\_\_

## **SCHEDULE I**

### Description of Licensed Lands

Land ad-measuring 11,815 Sq.Meters situated at Sector –1 Gomti Nagar Extension, Lucknow in and comprised in the following Khasra Numbers:

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**SCHEDULE II**  
**DETAILS OF Landowners**

**SCHEDULE III  
DETAILS OF SALE DEEDS**

i..

**SCHEDULE IV  
DESCRIPTION OF THE APARTMENT**

**A. DESCRIPTION OF THE APARTMENT APPLIED FOR:**

- (i) Apartment No. \_\_\_\_\_
- (ii) Tower No. \_\_\_\_\_
- (iii) Floor No. \_\_\_\_\_
- (iv) Carpet area of \_\_\_\_\_ sq mts. (equivalent to \_\_\_\_\_sq. ft. approx).
- (v) Exclusive Balcony area of \_\_\_\_\_sq. mts (equivalent to \_\_\_\_\_sq. ft. approx.)
- (vi) Number of covered car parking(s) \_\_\_\_\_
- (vii) The above said apartment is surrounded from four side as follows:
  - a. East side: \_\_\_\_\_
  - b. West side: \_\_\_\_\_
  - c. North side: \_\_\_\_\_
  - d. South side: \_\_\_\_\_

**B. MODE OF BOOKING**

- (i) Direct ( )
- (ii) Property Dealer/Channel Partner/Broker ( )  
(Mention name & address of the Dealer/Channel Partner/Broker with stamp)

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Name:

Address:

Signature:

Stamp:

**SCHEDULE V**  
**FLOOR PLAN OF THE APARTMENT**



**SCHEDULE VI  
SPECIFICATIONS & AMENITIES  
WHICH ARE PART OF THE APARTMENT**



**SCHEDULE VII  
COMMON AREAS / SERVICES / FACILITIES  
WHICH ARE PART OF THE PROJECT**



TOWERS

1  
Service Lifts

2  
Service Passage

3  
Staircases

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.  
.  
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DESCRIPTION OF FEATURES AND AMENITIES BEING GIVEN IN THE CLUB

TOWERS

1  
Service Lifts

2  
Service Passage

3  
Staircases

·  
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