

DEED OF CONVEYANCE

PROPERTY : **Land**
TYPE OF PROPERTY : **Residential**
LOCATION : **Mastemau, Mohanlalganj, Lucknow**
TRANSACTION VALUE : **INR _____/-**
STAMP DUTY : **INR _____/-**
GRN No. :
RECEIPT ISSUED BY :

THIS DEED OF CONVEYANCE (hereinafter referred to as the ‘**Conveyance Deed**’) is made and executed at Lucknow, Uttar Pradesh, on this ____ day of _____, 2023.

BY

1. **M/s Amrawati Infradevelopers LLP**, a limited liability partnership incorporated under the Limited Liability Partnership Act, 2008 having Limited Liability Partnership Identification Number AAF-2485 with its registered office at 503/58, Barauliya, Daliganj, Lucknow, UP-226020 and Corporate Office 7th Floor, Eldeco Corporate Tower, Vibhuti Khand, Lucknow, (hereinafter referred to as the “**Promoter**” which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) of the **ONE PART**, acting through its authorized signatory Mr. _____ (Aadhar No. _____) s/o Mr. _____, authorized vide Authorization Letter or a letter of dated _____;
2. **The persons / entities specified in Schedule I** hereto (hereinafter called the “**Owners**”, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their respective, successors-in-interest and permitted assigns) of the **SECOND PART**.

IN FAVOUR OF

3. **Mr./Ms.** _____, (PAN No. _____) S/o/ D/o/ W/o _____, aged about ____ years, residing at _____, hereinafter called the “**Vendee**” (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) of the **THIRD PART**.

OR

[If there are more than one Allottee as Individual]

Mr./Ms. _____ (PAN: _____) S/o/ D/o/ W/o
of _____, aged about _____ years, residing at
_____; Mr./Ms. _____ (PAN:
_____) S/o/ D/o/ W/o of _____,
aged about _____ years, residing at _____; and Mr./Ms.
_____ (PAN: _____) S/o/ D/o/ W/o of
_____, aged about _____ years, residing at
_____ (hereinafter collectively referred to as the “Vendee” which
expression shall, unless repugnant to the context or meaning thereof, be deemed to mean
and include their heirs, executors, administrators, successors-in-interest and permitted
assigns) of the **THIRD PART**.

OR

[If the Allottee is a company]

M/s _____, (Corporate Identification No.
_____) a company incorporated under the provisions of the
Companies Act, 1956 and validly existing under the provisions of the Companies Act,
2013/or incorporated under the provisions of the Companies Act, 2013 (as the case may
be), having its registered office at
_____, (PAN
_____), (hereinafter referred to as the “Vendee” which expression shall,
unless repugnant to the context or meaning thereof, be deemed to mean and include its
successor-in-interest and permitted assigns) of the **THIRD PART**, represented by its
authorized signatory, _____ (Aadhar No. _____), duly
authorized *vide* resolution of its board of directors dated _____.

[OR]

[If the Allottee is a Partnership]

_____, a partnership firm registered
under the Indian Partnership Act, 1932 (Registration No. _____ with the Registrar of
Firms & Societies, _____), having its principal place of business at
_____, (PAN
_____) (hereinafter referred to as the “Vendee” 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 legal heirs, executors and administrators of the last surviving
partner and his/her/their assigns) of the **THIRD PART**, represented by its partner,
_____ (Aadhar No. _____),
authorized *vide* letter of authority dated _____.

[OR]

[If the Allottee is a HUF]

Mr. _____ (Aadhar No. _____), son of
_____ aged about _____ years 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 “**Vendee**” 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) of the **THIRD PART**.

The Promoter, Owners and the Vendee shall hereinafter collectively be referred to as the "**Parties**" and individually as the "**Party**". The Promoter and the Owners shall collectively be referred to as the “**Vendors**”.

WHEREAS:

- A. The Promoter is in the process of developing a plotted development project on a land parcel admeasuring 8.6255 acres (hereinafter the “**Project Land**”) under the name and style of “**AMRAWATI MIDTOWN**”
- B. The Promoter has entered into a consortium agreement, (hereinafter collectively referred to as the “**Consortium Agreement**”), with the Owners for the purpose of execution of the Project. The Promoter was designated as lead member for the purposes of development of the Project. The Consortium Agreement is registered with Sub-Registrar, Sadar Tehsil, Lucknow as document no. 120 on 3.3.2023
- C. The Promoter has obtained approval on the layout plan in respect of the Project from Lucknow Development Authority vide Permit No. Plotted Resi development/Plotted Housing/06446/LDA/LD/22-23/2038/18102022, dated 16.02.23.
- D. The Promoter has registered the Project under the provisions of the Act with the Uttar Pradesh Real Estate Regulatory Authority at Lucknow on _____ under registration no. _____. The details of the Project are available at the website of the Authority at www.uprera.gov.in;
- E. The Vendee had applied and has been allotted the Demised Plot vide allotment letter dated _____. Subsequently, the Vendors and the Vendee had entered into Agreement for Sale, which is registered with the Sub-Registrar, Tehsil - Sadar, Lucknow as document number _____ on _____.
- F. The Vendee has perused all the relevant documents, as set out above, and is fully satisfied with the rights and obligations of the Promoter in respect of the Project. It is only after satisfying itself regarding the interest, title and rights of the Vendors in the Project, that the Vendee had agreed to purchase the Demised Plot.
- G. The Vendee is fully satisfied and has no claim of any nature whatsoever regarding the Demised Plot. The Vendee confirms that the area of the Demised Plot is _____ sq. meters/sq. yards.

- H. The Vendee further understands the financial and legal implications of entering into this Conveyance Deed and has sought independent legal and financial advice in this regard.
- I. The Vendee has confirmed to the Vendors that he/she/it has entered into this Conveyance Deed with the full knowledge of all the laws, rules, regulations, notifications etc. applicable to the Project, Demised Plot and in particular the terms and conditions contained in this Conveyance Deed. The Vendee has further confirmed that he/she/it has clearly understood his/her/its rights, duties, responsibilities, obligations under each and every clause of this Conveyance Deed.

DEFINITIONS

1. **“Additional Charges”** shall have the meaning ascribed to it in Clause 3 of the Conveyance Deed;
2. **“Agreement for Sale”** shall mean the agreement for sale dated _____ executed between the Parties in relation to the Demised Plot which is duly registered with the Sub Registrar, Tehsil - Sadar, Lucknow as document number _____-on _____.
3. **“Association of Plot Owners”** shall mean an association or society or a cooperative society, as the case may be, of the plot owners which shall be formed for the maintenance of Common Areas and Facilities as provided in the Project.
4. **“External Development Charges (EDC)”** means the charges for external development levied/leviable with respect to the Project (by whatever name called or in whatever form) with all such conditions imposed by the Competent Authority and includes any further increase in such charges with regard to the future demand/assessment payments from local Municipal/Development Authorities.
5. **“Common Areas and Facilities”** means such common areas and facilities within the Project for common use of all the owners of the plots therein.
6. **“Competent Authority”** means the local authority or any authority created or established under any law for the time being in force by the appropriate Government which exercises authority over land under its jurisdiction and has powers to give permission for development of such immovable property.
7. **“Demised Plot”** is a plot in the Project more particularly described in **Schedule II** of the Conveyance Deed.
8. **“IFMS”** means interest free maintenance security @ ₹ _____/- per sq. mtrs/sq. yards of the area of the Demised Plot to be paid by the Vendee to the Promoter for the maintenance and upkeep of the Project.
9. **“Maintenance Agency”** means agency which shall carry out the maintenance and upkeep of the Project and who shall be responsible for providing the maintenance

services within the Project, which currently is the Promoter and in future may be the Association of Plot Owners or other third party maintenance agency(ies).

10. **“Maintenance Agreement”** means the maintenance agreement executed amongst the Promoter or such agency which shall carry out the maintenance and upkeep of the Project and the Vendee for maintenance of the Project.
11. **“Maintenance Charges”** means the periodic charges payable by the Vendee to the Maintenance Agency. The details of Maintenance Charges and the mechanism of its payment shall be more elaborately described in the Maintenance Agreement.
12. **“Project”** shall mean and refer to a plotted development project under the name and style of **“Amrawati Midtown”** comprising of residential plots, residential & commercial spaces and recreational facilities being developed by the Promoter developed over the Project Land with RERA Registration No. _____;
13. **“Project Land”** shall have the meaning assigned to it in Recital A of this Conveyance Deed;
14. **“RERA Act”** means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016) as amended from time to time;
15. **“Rules”** mean the Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016 as amended from time to time;
16. **“Total Price”** shall mean the total cost of the Demised Plot in addition to the Additional Charges, as set out in **Schedule III** of this Conveyance Deed.

NOW, THIS CONVEYANCE DEED WITNESSETH AS FOLLOWS:

1. In consideration of the Total Price which has been paid by the Vendee and received by the Promoter as per details set out in Schedule III hereto and in accordance with the terms of this Conveyance Deed, the Vendors do hereby convey, sell, transfer, and assign absolutely to Vendee by way of sale, the Demised Plot, free and clear of all encumbrances.
2. Now it shall be lawful for the Vendee for all times hereafter to enter upon the Demised Plot and hold and enjoy the same and every part thereof without any interruption, disturbance, claim or demand from the Vendor subject to the terms and conditions of this Conveyance Deed. The Vendors agree that they shall from time to time and at all times hereafter, upon every reasonable request and at the cost of the Vendee, make, acknowledge, execute and perfect with all proper dispatch, all such further and other lawful and reasonable acts, deeds, matters and things whatsoever necessary for assuring the Demised Plot unto the Vendee in the manner mentioned in this Conveyance Deed. The Vendors covenant that this Conveyance Deed is executed in its entirety and that the Promoter has received Total Price and Additional Charges in respect of the Demised Plot. The Vendors acknowledge that the Vendee is not required to pay any

amounts to the Owners. The Owners shall be paid by the Promoter as per their mutual understanding to which the Vendee is not a party.

3. The Vendors confirm that the Total Price of the Demised Plot is inclusive of preferential location charges (PLC), applicable taxes, external development charges (EDC), external electrification charges (EEC), bandha shulka, other cess, governmental levies but excluding sewer / water / electricity connection charges and interest free maintenance security (IFMS), and monthly maintenance charges (collectively referred to as “**Additional Charges**”) payable to statutory or governmental authorities and maintenance agency/Promoter which the Vendors confirm, have been proportionately paid by the Vendors, as applicable. The Vendee agrees and undertakes that any amount/s legally and statutorily payable due to permitted increases/revisions in Additional Charges by any statutory authority subsequent to the execution of the Conveyance Deed but relatable to the period prior to or after the execution of this Conveyance Deed shall be borne and paid by the Vendee. In the event the Additional Charges are levied on the Project, the Vendee shall pay the same on pro rata basis. The determination of the pro rate share of such charges payable by the Vendee shall be made by the Promoter and the same shall be binding on the Vendee. The Vendee affirms that if such increased Additional Charges are not paid, the Vendee shall be responsible and liable for all cost and consequences for such non-payment including for all actions as are available to the Vendors as per applicable law.
4. The Parties hereby covenant that all liabilities relating to/arising out of Goods & Services Tax (GST), additional taxes, cesses, levy, rate or charge of any kind attributable to the Demised Plot in future as a consequence of any order/demand of the Government, Statutory body, Municipal Corporation/ Council and/ or any Centre/ State Authority, if applicable and legally leviable to the extent of the area of the Demised Plot shall also be paid by the Vendee.
5. The Vendee acknowledges and undertakes that the State Government of Uttar Pradesh is developing a bandh on the banks of river Gomti to safeguard surrounding areas from future flooding. In this connection Bandha Shulka is being demanded by governmental / municipal authorities and such shulka is paid by the Vendee proportionately. In the event, the Bandha Shulka is increased, the proportionate amount of such increase shall be payable by the Vendee as and when required.
6. The Promoter has simultaneously with the execution of this Conveyance Deed handed over to the Vendee vacant and peaceful physical possession of the Demised Plot. The Vendee shall be entitled to exercise all rights of absolute ownership and possession in or related to the Demised Plot without any reference to or obstruction or objections from the Vendors or anyone claiming through or under them.
7. The Vendee shall have no right, title or interest over any area in the Project other than

the Demised Plot and such other areas shall be under the exclusive ownership and possession of the Promoter who shall have the absolute right and entitlement to deal with such areas as per its unfettered discretion without any interference or impediment from the Vendee.

8. The Vendee accepts and acknowledges that the Promoter or other allottees in the Project shall be carrying out developmental/construction activities now and for many years in future in the Project and that the Vendee shall not raise any objection or make any claims on account of inconvenience, which may be suffered by the Vendee due to such developmental/ construction or its incidental/ related activities.
9. The Promoter shall remove all defects in title, if any, of the Vendors to the Demised Plot due to defect in title of the Owners in the Project Land.
10. The Vendee acknowledges and confirms that the Vendee has read and completely understood the RERA Act and Rules and the implications thereof in relation to the various provisions of the Conveyance Deed and the Vendee is in full agreement with the provisions of this Conveyance Deed in relation to the RERA Act and Rules and shall comply as and when applicable and from time to time with the provisions of the RERA Act and Rules or any statutory amendments or modifications thereof or the provisions of any other applicable law(s).
11. The Vendee undertakes to join the Association of Plot Owners which shall be in charge of the maintenance of the Project and day-to-day affairs under the relevant provisions of the RERA Act and pay any fees, charges thereof and complete such documentation and formalities as may be deemed necessary for this purpose.
12. The Vendors acknowledge that the Vendee has paid the IFMS which shall be handed over by the Promoter to the Association of Plot Owners at the time of its constitution/ formation.
13. The Parties acknowledge that the maintenance charges for 2 (two) years from the date of offer for possession of the Demised Plot have been paid by the Vendee to the Promoter which shall be utilized in terms of the Maintenance Agreement. In the event, the Association of Plot Owners is not constituted within a period of 2 (two) years hereof, the Vendor shall be entitled to collect from the Vendee an amount equal to the amount of maintenance charges as per the Maintenance Agreement with such escalation as may be deemed appropriate by the Promoter. The amount of such escalation shall be decided by the Promoter and shall be binding on the Vendee.
14. The Vendee agrees and undertakes that after the Association of Plot Owners/

Competent Authority, as the case may be, has taken over the maintenance of the Project, thereafter, the Vendee shall be liable to pay Maintenance Charges for the maintenance of the Common Areas and Facilities of the Project to such Association of Plot Owners/ Competent Authority. The Vendee agrees to pay all such Maintenance Charges to the Association of Plot Owners / Competent Authority, as the case may be, by way of a cheque / demand draft drawn in favour of such Association of Plot Owners / Competent Authority. In case, the Vendee fails to pay any maintenance bill then (a) the Vendee shall not be entitled to avail any maintenance services; and (b) shall be obligated to pay interest on the delayed amount @ 18% per annum compounded quarterly for the period of delay.

15. The Vendee acknowledges that, after the maintenance of the Project is taken over by the Association of the Plot Owners, the Association of Plot Owners/Maintenance Agency shall be responsible for providing maintenance services to the Project and collect payments thereof and to do all such acts, deeds, matters and things as may be necessary to provide uninterrupted maintenance services. The Association of Plot Owners/Maintenance Agency may entrust the maintenance services, to be undertaken/carried out through any Person, as deemed fit at its sole discretion. The Vendee undertakes to pay all bills and charges as may be raised by the Association of Plot Owners/Maintenance Agency promptly and without any reminders, from time to time. The Vendee confirms not to withhold, refuse or delay the payment of maintenance bills raised by the Association of Plot Owners/Maintenance Agency or fail to abide by any of the terms and conditions of the Maintenance Agreement. The Vendee undertakes that the Vendee shall be entitled to use the maintenance services subject to the timely payment of Maintenance Charges. The Vendee undertakes to pay all the charges to the Association of Plot Owners/Maintenance Agency periodically and as and when demanded by the Association of Plot Owners /Maintenance Agency. The share so determined by the Association of Plot Owners/Maintenance Agency shall be final and binding on the Vendee. The Vendee confirms that the Association of Plot Owners/ Maintenance Agency has the right of unrestricted access to all general and/or limited Common Areas and facilities as listed of Schedule IV of the Conveyance Deed, for providing the necessary maintenance services.
16. The elaborate details of the Maintenance Charges and maintenance services shall be set out in the Maintenance Agreement.
17. The Vendee acknowledges and confirms that the infrastructure facilities provided by the Competent Authority in the entire area in which the Project is located, is beyond the control of the Vendors/Association of Plot Owners /Maintenance Agency and the Vendee shall not have a right to raise any claim or dispute against the Vendors/ Association of Plot Owners /Maintenance Agency in respect of the facilities provided by the Competent Authority or any other statutory authorities.
18. The Vendee undertakes and agrees not to use the Demised Plot for any purpose other than residential purposes or in a manner that may cause nuisance or annoyance to

other occupants in the Project or for any commercial or illegal or immoral purpose or to do or suffer anything to be done in or around the Demised Plot which tends to cause damage to the property of the other occupants of plots / properties in the Project or in any manner interfere with the use thereof or of spaces, roads, parks, footpaths or amenities available for common use. The Vendee shall indemnify the Vendors/ Association of Plot Owners/Maintenance Agency against any penal action, damages or loss due to misuse by the Vendee.

19. The Vendee has understood that his/her/its rights with regards to the Demised Plot are limited to those mentioned in the Conveyance Deed, and the Vendee has not contracted with the Vendor for any other right of any nature whatsoever.
20. The Vendee undertakes that it shall develop/construct residential complex over the Demised Plot after obtaining all necessary approvals from concerned authorities and shall not create any kind of nuisance for the other occupants of the Project by encroaching upon of the roads, common areas, landscapes, green areas, walkways, footpaths etc. or otherwise. The Vendee further undertakes, covenants and assures to the Vendors that he/she/it shall complete the construction of the residential complex over the Demised Plot within a period of five (5) years from the date of execution of this Conveyance Deed.
21. The Vendee confirms having borne and paid all expenses for the completion of the registration of this Conveyance Deed, including cost of stamp duty, registration and other incidental charges. This Conveyance Deed in respect of the transaction involved herein, is valued for the purpose of stamp duty at Rs. _____/- (RUPEES _____ ONLY.) in terms of the Indian Stamp Act, 1899. 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 Demised Plot conveyed by this Conveyance Deed shall be exclusively borne by the Vendee and the Vendors accept no responsibility in this regard.
22. The Vendee acknowledges that if any clause of this Conveyance Deed shall be determined to be void or unenforceable under any applicable law, such provision shall be deemed to have been amended or deleted in so far as is reasonably inconsistent with the purpose of this Conveyance Deed and to the extent necessary to conform to the applicable laws. The remaining provisions of this Conveyance Deed shall remain valid and enforceable in law.
23. The Vendee confirms that all the obligations arising under this Conveyance Deed in respect of the Demised Plot shall equally be applicable and enforceable against any and all occupiers, tenants, licensees and/or subsequent purchasers of the Demised Plot as the said obligations go along with the Demised Plot for all intent and purposes and the Vendee assures the Vendor that the Vendee shall take sufficient steps to ensure the

due performance in this regard.

24. The Vendee confirms and acknowledges that the Vendee shall be solely responsible and liable for violations, if any, of the provisions of the law of the land and applicable rule, regulation or direction by the Competent Authority and that the Vendee shall indemnify the Vendor for any liability and/or penalty in that behalf.
25. This Conveyance Deed shall be read with the provisions of the Agreement for Sale and in the event of conflict between the provisions of the Agreement for Sale and the Conveyance Deed, the provisions of the Conveyance Deed shall prevail. The presence of a provision in one document and not in the other document shall not be deemed to be any conflict between the two documents.
26. The Vendee agrees and understand that the terms and conditions of this Conveyance Deed may be modified /amended in accordance with any applicable directions/orders which may be passed by any court of law, tribunal or commission, in compliance with applicable laws, upon final determination of the issues in the pending proceedings before Supreme Court and the Vendee agrees to execute the deed of amendment/supplementary deed / rectification deed modifying this Conveyance Deed if necessary in accordance with such final directions/orders and there upon the Conveyance Deed would be deemed to have been executed in such modified form.
27. All or any disputes arising out or touching upon or in relation to the terms and conditions of this Conveyance Deed, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion.
28. The courts at Lucknow alone shall have the sole jurisdiction to adjudicate upon all matters / issues / disputes arising from / connected to this Conveyance Deed between the Vendors and the Vendee.

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 WITNESSES:

SIGNED, SEALED AND DELIVERED *for*
and on behalf of the PROMOTER

.....

SIGNED, SEALED AND DELIVERED *for*
and on behalf of the OWNERS by the
Promoter as a duly constituted attorney of
each of the Owners

.....

SIGNED, SEALED AND DELIVERED *for*
and on behalf of the VENDEE

.....

WITNESSES:

1.

2.

SCHEDULE I
DETAILS OF THE OWNERS

| <u>S. No.</u> | <u>Name and Address of the owner</u> | <u>Area (in acre)</u> | <u>Khasra No.</u> |
|----------------------|---|------------------------------|--------------------------|
| 1 | <u>Amrawati Infradevelopers LLP</u> | | |
| 2 | <u>Demeures Tropeziennes Enterprises</u> | | |
| 3 | Sh. Ravi Prakash Pandey | | |
| 4 | Sh. Dinesh | | |
| 5 | Sh. Ajay Kumar | | |

SCHEUDLE II

DESCRIPTION OF DEMISED UNIT

All that piece and parcel of residential Unit bearing No. _____ in _____ Block, measuring _____sq mt situated in Amrawati Midtown, **Near HCL IT City,** Village- Mastemau, Tehsil Mohanlalganj, District Lucknow, Uttar Pradesh, and is bounded as under & the layout plan enclosed herewith:

EAST:

WEST:

NORTH:

SOUTH :

SCHEDULE III

TOTAL PRICE – PAYMENT MECHANICS AND DETAILS

SCHEDULE IV
COMMON AREAS AND FACILITIES