

Sale Consideration: Rs. [●]

Stamp Duty Paid: Rs. [●]

CONVEYANCE DEED/SALE DEED/LEASE DEED/ TRANSFER DEED

This Conveyance Deed/Sale Deed/Lease Deed/ Transfer Deed(“**Deed**”) is executed on this [●] day of [●], 2017 at _____, _____

BY

_____ (CIN No. [●]), a company incorporated under the provisions of the Companies Act, 1956 having its registered office at _____ (PAN [●]), represented by its authorized signatory [●] (Aadhar no. [●]) authorized *vide* board resolution dated [●] hereinafter referred to as the “**Promoter**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

AND/ OR

_____ (CIN [●]), a company registered under the provisions of the Companies Act, 1956 having its registered office at _____, (PAN [●]), represented by its authorized signatory [●] (Aadhar no. [●]) authorized *vide* board resolution dated [●] hereinafter referred to as the “**Confirming Party**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

IN FAVOR OF

[If the Vendee 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 “**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).

[OR]

[If the Vendee is a Partnership]

[●], 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 “**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 heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

[If the Vendee is an Individual]

Mr./Ms. [●], (Aadhar no. [●]) son / daughter of [●], aged about [●], residing at [●], (PAN [●]), 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 A assigns).

[OR]

[If the Vendee 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 “**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).

Whenever the Vendee is a female, the expression "he", "him", "himself" etc., in this Agreement in relation to the Flat shall be read and construed as "she", "her", "herself" etc. These expressions shall be deemed as modified and read suitably and whenever the Vendee is a Joint Stock Company, Body Corporate or a Firm or any Association of Persons and whenever there are more than one Vendee, the expression Vendee in the Agreement shall be construed as including each of such Vendees and their respective heirs, executors, administrators, legal representatives and permitted assigns etc.

The Promoter and the Confirming Parties shall hereinafter be referred to as the “**Vendor**”.

The Vendor and Vendee shall hereinafter collectively be referred to as the “**Parties**” and individually as a “**Party**”.

WHEREAS:

- A. The Promoter is the absolute and lawful owner of [khasra nos./ survey nos.] [*Please insert land details as per local laws*]_____ Totally admeasuring_____square meters situated at _____in Tehsil & District_____ (“ **Said Land**”) *vide* sale deed(s) dated _____registered as documents no. _____at the office of the Sub-Registrar;
[OR]
_____ (“Owner”) is the absolute and law full owner of [khasra nos./ survey nos.] [*Please insert land details as per local laws*]_____totally admeasuring_____square meters situated at _____in Tehsil & District_____ (“ **Said Land**”) *vide* sale deed(s) dated _____ registered as documents no. _____ at the office of the Sub-Registrar. The Owner and the Promoter have entered into a [collaboration / development / joint development] agreement dated _____;
- B. The Confirming Parties and / or the Promoter have obtained the Licenses bearing No. _____ on _____ from the _____ for the promotion and development of a group housing complex on the Project Land;
- C. The Promoter had executed certain development agreements (“**Development Agreements**”) with the Confirming Parties and acquired development and construction rights of a **group housing** Scheme on the said Project Land (“**Project**”). As per the terms of the Development Agreements the Promoter is fully entitled and authorised to carry out development and construction of the Project on the Project Land and to market, book, allot, sell, transfer or otherwise deal with the units/apartments and other saleable areas comprised in the Project developed on the Project Land in favour of prospective purchasers, and in respect thereto to enter into agreements, deeds or any other documentation, to receive payments therefrom in installments or lump sum as per the payment plan opted by the prospective purchasers and/or to do all acts, deeds, matters and things incidental to or connected with the authorities granted;
- D. The Promoter obtained the layout plan, sanctioned plan, specifications and approvals for the said Project, from [●] [*Please insert the name of the concerned competent authority*] and the Promoter had registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (“**Act**”) and _____Real Estate (Regulation and Development) Rules, 2016 (“**Rules**”) with the _____ Real Estate Regulatory Authority at [●] (“**Authority**”) on [●] under registration no. [●];
- E. Upon obtaining the requisite sanctions and registrations, the Promoter developed the Project on the Project Land and named the same as "_____". The Project includes [●] nos. of Towers comprising altogether [●] nos. of flats of different sizes & dimensions together with the common areas and facilities as mentioned in the Licenses;
- F. The Vendee had applied for a flat in the Project *vide* application no. [●] dated [●] and has been allotted flat no. [●] having carpet area of [●] square feet, type [●], on [●] floor in [tower/block/building] no. [●] (“**Building**”) along with garage no _____and / or covered parking no. [●] in the [●], as permissible under the applicable law and of pro rata share in the common areas (“**Common Areas**”) as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the “**said Flat**” more particularly described in **Schedule A** and the floor plan of the apartment is annexed hereto and marked as **Schedule B**);

- G. Thereafter, the Vendee and the Promoter entered into a flat buyer agreement dated [●] in respect of the said Flat which was duly registered in the office of the Sub-Registrar, [●] on [●] vide no. [●] in book no. [●] volume no. [●] (“**Flat Buyer Agreement**”);
- H. The [●] [*Please insert the name of the concerned competent authority*] has granted the occupancy/completion certificate of the Project *vide* memo dated [●] bearing no. [●];
- I. The Vendor relying on the confirmations, representations and assurances of the Vendee to abide by all the terms, conditions and stipulations imposed by statutory authorities in respect of the Project and the said Flat has agreed to convey and assign and the Vendee has agreed to acquire and possess the said Flat together with all rights, titles and interests thereto, for a sale consideration of **Rs. [●]/-** (hereinafter referred to as the “**Sale Consideration**”) on the mutually agreed terms and conditions mentioned herein;
- J. The Vendee has approached the Vendor to execute this Deed in respect of conveyance of the said Flat in its favour on terms mutually agreed and recorded hereinafter. The offer of possession of the said Flat was made by the Vendor to the Vendee on [●] and the Vendee has duly taken possession of the said Flat from the Vendor without any demur or protest on [●];
- K. That subject to the covenants and stipulated contained herein, the Vendor hereby agrees to convey in favour of the Vendee, all its rights, interest and titles in the said Flat comprised in the Project in the following manner: -

NOW THEREFORE THIS DEED WITNESSES AS FOLLOWS: -

1. That in pursuance of the aforesaid Flat Buyer Agreement dated [●] and for a Sale Consideration of **Rs. [●] (Rupees [●] Only)** paid by the Vendee(s) to the Vendor the receipt of which is hereby acknowledged by them and the Vendor does hereby transfer, convey and assign by way of sale unto the Vendee(s) the entire rights, title, interest in the Flat bearing no. [●] having carpet area of [●] square feet, type [●], on [●] floor in [tower/block/building] no. [●] along with garage no.____ and /or covered parking no. [●] and / or Open Car Parking No._____in the [●], as permissible under the applicable law and of pro rata share in the common areas of the Project more particularly described in the Schedules hereto and the Layout annexed herewith together with all rights, liberties, privileges, easements necessary for the enjoyment of the said Flat absolutely and forever in favour of the Vendee(s) subject to the terms and conditions set herein forth and permitted and laid down by the authorities on this behalf.
2. That the total Sale Consideration has been paid by the Vendee to the Vendor in the following manner, the receipt of which the Vendor hereby admits and acknowledges:

S. No.	In Favour of	RTGS/Cheque No.	Dated	Amount (INR)
1.	[●]	[●]	[●]	[●]

2.	[●]	[●]	[●]	[●]
3.	[●]	[●]	[●]	[●]

3. That the Vendee(s) has paid his share of External Development Charges (EDC) and Infrastructure Development Charges (IDC) as applicable and payable to the Govt. or Local Authority which sum has been treated as part of the Sale Consideration for the purpose of levy of stamp duty. The Vendee(s) further agrees to pay any additional sum/charges which may be levied by any Govt. or local body for the provision of the any services for the Flat and/or construction of the house thereon. In case of revision /increment including those of EDC & IDC, the same shall be payable by the Vendee(s) on demand by the Vendor/Promoter. If such charges are increased (including with retrospective effect) and the same becomes due and payable, the Vendee(s) shall pay the same and such "charges", shall be treated as unpaid Sale Consideration of the said Flat. Vendee(s) agrees that in case of increase in EDC charges, whether prospective or retrospective, the same shall, including interest thereon, be borne by the Vendee(s) in proportion to the area of his/their Flat (as decided by the Vendor).
4. That the actual physical vacant possession of the said Flat has been handed over by the Vendor/Promoter to the complete satisfaction of the Vendee(s) and the Vendee(s) has taken over the same to its complete satisfaction in respect of its area, location, dimensions, etc. and there is no issue whatsoever in this regard in terms of the Flat Buyer Agreement. The Vendee(s) has been left with no claim in this regard against the Vendor.
5. That all the taxes, charges, levies whether levied or leviable in respect to the said Flat from the date of execution of this Deed shall be payable by the Vendee(s) alone and the Vendor shall have no obligation qua the same.
6. That the Vendee(s) has confirmed to the Vendor that he is entering into this Conveyance Deed/Sale Deed/Lease Deed/ Transfer Deedwith full knowledge of all the laws, rules, regulations, notifications etc. applicable to the said Project in general and the said Flat in particular and the Vendee(s) agrees to abide by all such laws, by-laws, rules, regulations, notifications etc. as may be made by the Govt. /Local Authority /agencies relating to the colony/project and the said Flat including the terms and conditions of the Licenses and other agreement executed with the_____/other authorities.
7. That the said Flat transferred/sold under this Deed is free from all encumbrances, claims, demands, lien, sale, mortgage, dispute, litigation, gift, decree court attachment, etc. The Vendee hereby confirms that he has inspected the said Flat and found the same in good and

satisfactory order. All the outstanding dues for the said Flat have been cleared/paid by the Vendor upto the date of offer of possession of the said Flat to the Vendee, thereafter all such dues shall be the sole responsibility/liability of the Vendee.

8. That the Vendee(s) shall comply with and carry out, from time to time even after the execution of the Conveyance Deed/Sale Deed/Lease Deed/ Transfer Deed, the requirements, requisitions, demands and repairs which are required by any Authority viz. _____ Urban Development Authority, Director Town & Country Planning, Municipal Authority or any other Government/ Competent Authorities in respect of the said Flat at his own cost and keep the Vendors/Promoters indemnified, secured and harmless against all costs, consequence and all damages, arising on account of non-compliance with the said requirements, requisitions, demands and repairs.
9. That, the Vendee shall not carry out fragmentation, sub-division, partition of the said Flat in any manner whatsoever, under any circumstances unless so permitted by rules, law laid down by the authorities and such permission has been obtained by the Vendee, failing which the Vendee shall be solely and exclusively liable for all consequences arising there from.
10. That the Vendee agrees to enter/has entered into a maintenance agreement (hereinafter referred to as the “**Maintenance Agreement**”) with a maintenance agency or any other body corporate, firm, association or society of the vendees (hereinafter referred to as the “**Maintenance Agency**”) as may be appointed / appointed by the Vendor or the association of vendees of the Project for the maintenance and upkeep of the Project. The Vendee undertakes to pay on pro-rata basis the maintenance charges with effect from the date of offer of possession, irrespective of whether the Vendee is in occupation of the said Flat or not and to deposit Interest Free Maintenance Security Deposit (hereinafter referred to as the “IFMSD”) with the Maintenance Agency.
11. The Vendor and/or the Maintenance Agency appointed by the Vendor shall maintain and upkeep the common areas and facilities, spaces, sites etc. of the Project until the same are transferred/assigned to the association or society of the residents/occupants of the flats in the Project.
12. The Vendee agrees to pay contribution to maintain a replacement/sinking fund from the date of offer of possession of the Flat by the Vendor. As and when any plant, machinery and equipment installed in the Project require major repairs, replacement, up gradation, additions etc., the cost thereof shall in the first instance be met from out of the said replacement/sinking fund and the pro rata balance, if any required, shall be separately met by the Vendee.

13. That the Vendor shall indemnify and keep indemnified the Vendee from and against all demands, claim, losses that may be suffered by the Vendee arising on account of any defect in the title of the Vendor to the said Flat. The Vendee shall indemnify and keep indemnified the Vendors from and against all demands, claim, losses that may be suffered by the Vendors due to breach of any of the terms of this Deed by the Vendee.
14. That the Vendee(s) also undertakes to pay regularly on demand all the charges including taxes, levies and other demands of the government whether levied and leviable in future in proportion to the area of Flat allotted to him/her if the said Flat is not separately assessed. In the event of any increase in such charges whether prospective or retrospective, these charges shall be treated as unpaid Sale Consideration of the Flat and the Vendors/Promoters shall have lien on the Flat of the Vendee(s) for recovery of such charges.
15. That the Vendee(s) shall have the right to the use of roads, streets, green areas/landscaping, the security boundary wall/ secured gates/ regulated entry to the Project as per the overall layout and design of the township/Project etc. and subject to timely payment of maintenance charges. If the maintenance charges are not paid by the Vendee(s) regularly on or before its due date, then the Vendee(s) shall have no right to use such common areas and facilities and the Maintenance Agency shall be entitled to put restrictions on the use of these facilities/common areas on the Vendee(s).
16. That the Vendee(s) shall not use or allow to use the said Flat for any purpose other than residential, or in any manner that may cause nuisance or annoyance to occupants of other Units/Flat holders 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 said Flat which tends to cause damage to any services of any Flat adjacent to the said Flat or anywhere in Project. The Vendee(s) hereby agrees to indemnify the Vendor against any penal action, damages or loss due to misuse for which the Vendee(s) or any person claiming under him shall be solely responsible for the same.
17. The Vendee hereby undertakes not to carry out any construction work or encroachment in the vacant area or common areas of the Project. The Vendee shall not put up any name plate, sign board, neon sign, publicity or advertisement material etc. on the façade of the Building or in the common areas of the Project. It is specifically agreed and acknowledged by the Vendee that the right of usage of common areas available to him are in parallel to the rights available to all other occupants/residents of the Project. The Vendee does not have any exclusive right over any part of the Project other than the said Flat.

- 18.** That the Vendee(s) shall have the ownership right only in respect of the said Flat and shall have absolutely no such right and title in the common areas of the Project, including the community buildings, open spaces, etc., developed and/or to be developed by the Vendor/Promoter in the said Project, as otherwise provided in this Deed. The Vendee(s) or any other person(s) claiming through the Vendee(s) shall not be entitled to bring any action for partition or division of the areas and facilities, or any part thereof. The Vendee(s) shall only have the right of ingress/egress, over or in respect of open spaces, and/or any of the common areas in the Project, **such as parks, open areas,** etc. The Vendee(s) doth hereby agrees and confirms that he shall not create any blockages, elevations, constructions in the common area and shall indemnify the Vendor/Promoter for any losses and damages to the Vendor/Promoter for any of its acts of omission or commissions in this regard.
- 19.** That the Vendee(s) agrees and undertakes that he shall not, at any time before or after taking possession of said Flat, have any right to object to the Vendor/Promoter constructing or continuing with the development of the other Flats, unused areas and/or common areas, and/or carrying out the construction / modification of other building(s) and if already constructed to raise additional construction anywhere in the Project/colony as per sanctioned plans.
- 20.** That the Vendee(s) agrees and undertakes that he shall join any Club/Association/Society of Owners as may be formed by the Promoter in the Project and to pay any membership registration fees, subscription charges, security deposit, membership fee etc. and other applicable charges as may be demanded by such club authorities thereof and to complete such documentation and formalities as may be deemed necessary by the Vendors/Promoters for this purpose. The Vendee(s) represents and undertakes that they shall abide by the rules, regulations and bye-laws of such club. All administrative, operational decision in respect of the running of the club shall be at the sole discretion of the Vendor/Promoter and Vendee(s) shall not have any right of interference in such decision.
- 21.** That the Vendor, at its sole option, after getting the permission to receive the bulk electric supply, shall supply the electricity to the Vendee(s) and the Vendee(s) agrees to take the electric supply from the Vendor/Maintenance Agency. The Vendee(s) herein undertakes to abide by all the terms and conditions of such supply and to pay on demand to the Vendors / Maintenance Agency / Power Companies/ nominee, in proportionate share as determined by the Vendors/ Maintenance Agency / Power Companies/ nominee of all deposits, securities and charges paid or payable by the Vendors/ Maintenance Agency/ nominee to whom permission to receive bulk supply and distribute the same is granted. The Vendee(s) agrees to enter into and execute the power supply agreement and/or all or any other documents, as may be required for this purpose. The Vendee(s) further undertakes that it

shall never default in payment of the bills, charges, meter rentals etc. of electricity consumption charges as demanded by the Vendors / Maintenance Agency. The Vendee(s) is aware that the new technologies in the electricity distribution system are being implemented as these are more customer friendly, one of which is the prepaid service. Prepaid service keeps the customer informed about the consumption and remains within the control of the consumer. The Vendee(s) hereby give his irrevocable consent to the Vendors to adopt or not, at their sole discretion, the prepaid services under single point/bulk supply of electricity to Project. If the prepaid mode of availing the service is adopted, the prepaid meters will be installed, which will facilitate use of electricity after advance payment only.

22. That the Vendor/Promoter may make provisions for common water supply to the Project and Vendee(s) herein undertakes to pay on demand to the Vendor/ Maintenance Agency, the charges/bills as determined by the Vendor/ Maintenance Agency towards providing the same. The Vendee(s) further undertakes that it shall never default in payment of the bills, charges etc. of water consumption charges as demanded by the Vendors / Maintenance Agency.
23. That as and when if any capital equipments, Plant, Machinery, provided, within Project including but not limited to DG sets, electric sub-stations, pumps and/or any other plant/equipment of capital nature etc. require replacement, up gradation, additions, repairs etc., the cost thereof shall be recovered and contributed by all the vendees in the said Project on pro-rata basis (i.e. in proportion to the area of the said Flat). The Vendor / Promoter or the Maintenance Agency shall have the sole authority to decide the necessity of such replacement, up gradation, additions etc. including its timings or cost thereof and the Vendee(s) agrees to abide by the same.
24. The Vendee(s) fully understands and gives his irrevocable consents that there may be a provision for common walls, beams, columns constructed/ to be constructed over the Flat / adjoining Flats to which the Vendee(s) shall not raise any objection in future.
25. That the Vendee(s) hereby agrees that he/she shall abide by the terms and conditions of this Conveyance Deed/Sale Deed/Lease Deed/ Transfer Deed and the applicable laws and should there be any contravention or non-compliance of the provision of this Conveyance Deed, the Vendee(s) shall be solely liable for the same. If any loss is caused due to any acts of the Vendee(s) to the Vendors/ their nominee, the Vendee undertakes to keep the Vendors, its officers, employees indemnified and harmless against all such losses and against all the consequences of breach by the Vendee(s) of any of the terms and conditions of this Conveyance Deed/Sale Deed/Lease Deed/ Transfer Deed or any law for the time being in force at any point of time, including any actions, suits, claims, proceedings,

damages, liabilities, losses etc. The Vendee(s) hereby accepts and acknowledges to have clearly agreed and understood that this indemnity would cover all acts of commissions and omissions on his/her part, representatives and/or any other person claiming under/through him.

26. That, the name of the Project i.e. **“Parsvnath_____”**,_____, shall not be changed under any circumstances by the Vendee(s) unless so desired by the Vendor. The Vendee(s) agrees to use the word **“Parsvnath_____”** as necessary suffix or prefix for all their correspondence address/reference etc.
27. All the expenses, charges, duties, etc. payable including the stamp duty, registration charges, incidental expenses for registration, legal expenses for registration of this Conveyance Deed/Sale Deed/Lease Deed/ Transfer Deed or in relation to the said Flat shall be borne by the Vendee(s) alone.
28. Vendee shall strictly comply with Rules, regulations, conditions and restrictions set forth in the Conveyance Deed/Sale Deed/Lease Deed/ Transfer Deed and bye-laws as framed by the Vendor from time to time. Vendee shall not be entitled to exempt his future transferees from the liability for his contribution towards maintenance and other charges, as he has already agreed to pay the same by executing a separate Maintenance Agreement and all such charges, if remain unpaid shall constitute a charge on the Flat of the Vendee. Vendee shall ensure that on further transfer of the Flat/Villa/Floor, the transferee shall be jointly and severally liable with the transferor for all unpaid assessments of his share of the common expenses. The future transferee shall substitute himself in place of the present Vendee in the said Maintenance Agreement and all future transfers shall have reference to the rights of present Vendor in respect of the charge on the Flat as explained above and also the agreement in respect of accepting the terms and conditions of the present Conveyance Deed/Sale Deed/Lease Deed/ Transfer Deed.
29. Any references in this Conveyance Deed/Sale Deed/Lease Deed/ Transfer Deed to anyone gender, masculine, feminine or neuter, includes the other two and the singular includes the plural and vice versa, unless the context otherwise requires.
30. **ARBITRATION:** All or any disputes arising out of or touching upon or in relation to the terms of this Conveyance Deed/Sale Deed/Lease Deed/ Transfer 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 discussions, failing which the same shall be settled through a Sole Arbitrator to be appointed by the Promoter. The arbitration proceedings shall be governed by the provisions of Arbitration and Conciliation Act, 1996 or any statutory modifications/amendments thereof for the time being in force. The

arbitration proceedings shall be conducted in English and at Delhi or any other place as decided by the Arbitrator. The cost of arbitration shall be borne by the parties in equal proportion. The Vendee confirms that he shall have no objection to such appointment of the Arbitrator. The award passed by the Arbitrator shall be final and binding upon the parties.

31. That the rights and obligations of the Parties under or arising out of this Deed shall be construed and enforced in accordance the laws of India for the time being in force and the Deed shall be subject to the jurisdiction of courts at Delhi/ New Delhi/_____only.

SCHEDULE A

DESCRIPTION OF THE SAID FLAT

Boundaries

East :
West :
North :
South :

IN WITNESS WHEREOF Parties have signed this deed before the Attesting witnesses on the day of 20__at_____.

For and on behalf of the within named Promoter [•] (Authorised Signatory)	Witness
For and on behalf of the within named Confirming Parties [•] (Authorised Signatory)	
For and on behalf of the within named Vendee	Witness

[●] (Authorised Signatory)	
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SCHEDULE B

FLOOR PLAN