

CONVEYANCE DEED / SUB-LEASE DEED FOR SHOP

This Conveyance Deed / Lease Deed (hereinafter referred to as the “Deed”), is executed on this [___] day of [___], of the year [___] at Aligarh, Uttar Pradesh.

BY

[___] (CIN No. [___]), a company incorporated and registered under the provisions of the Companies Act 2013, having its registered office at [___], represented by its authorized signatory [___], 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 include its successors-in-interest, and permitted assigns).

AND

[If the Allottee is a company]

[___] (CIN [___]), a company registered under the provisions of the Companies Act, 2013 having its registered office at [___], represented by its authorized signatory [___] 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).

[OR]

[If the Allottee 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 “Allottee” (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 Allottee is an Individual]

Mr./Ms. [___], (Aadhar no. [___]) son / daughter / wife of [___], aged about [___], residing at [___], hereinafter referred to as the “Allottee” (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).

[OR]

[If the Allottee is an 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 “Allottee” (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).

Interpretation:

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

The Promoter and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

WHEREAS:

- A. The Promoter is the and lawful perpetual lessee 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 Deed(s) dated 14.07.2008, 24.07.2008, and 26.07.2008, registered as Book No. 1, Jild No. 6294, Pages 73/206, S.No. 6443, dated 14.07.2008, Book No. 1, Jild No. 6323, Pages 367/472, S.No. 6932 dated 24.07.2008, and Book No. 1, Jild No. 6331, Pages 267/418, S.No. 7077, dated 26.07.2008 at the office of the Sub-Registrar;
- B. The lawful and absolute owner of the said Land, i.e. Sri Sitaramji Maharaj Virajman Mandir, Sarai Dubey, Aligarh Trust ("said Trust"), has leased the said Land in perpetuity, along with rights to construct, sub-let, assign, and transfer. In view thereof, the Promoter, who has been sub-leased the said Land, is entitled to sub-let, assign, and transfer the said Land (or any part thereof) in favour of any person/entity, subject to payment of Nazrana amount of Rs. 2,100.00 (Rupees Two Thousand One Hundred Only) to the said Trust.
- C. The Promoter has obtained the Licenses bearing No. _____ on _____ from the _____ for the promotion and development of a residential cum commercial project on the Project Land;
- D. The Promoter has 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 the Real Estate (Regulation and Development) Rules, 2016 ("Rules") with the Real Estate Regulatory Authority at Lucknow ("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 " _____ " .;
- F. The Allottee had applied for a Shop in the Project vide application no. [____] dated [____] and has been allotted Shop no. [____] having carpet area of [____] square feet, on

[___] floor in [tower/block/building] no. [___] (“Building”), 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 Shop” more particularly described in Schedule A and the floor plan of the shop is annexed hereto and marked as Schedule B);

- G. Thereafter, the Allottee and the Promoter entered into a Builder Buyer Agreement dated [___] in respect of the said Shop (“Shop Buyer Agreement”);
- H. The Promoter, relying on the confirmations, representations and assurances of the Allottee to abide by all the terms, conditions and stipulations imposed by statutory authorities in respect of the Project and the said Shop, has agreed to convey and assign, and the Allottee has agreed to acquire and possess, the said Shop together with all rights, titles and interests thereto, for a consideration of Rs. [___]/- (hereinafter referred to as the “Consideration”) on the mutually agreed terms and conditions mentioned herein and in the Builder Buyer Agreement;
- I. The Allottee has approached the Promoter to execute this Deed in respect of conveyance of the said Shop in its favour on terms mutually agreed and recorded hereinafter. The offer of possession of the said Shop was made by the Promoter to the Allottee on [___] and the Allottee has duly taken possession of the said Shop from the Promoter without any demur or protest on [___];
- J. That subject to the covenants, terms, and conditions contained herein, the Promoter hereby agrees to convey in favour of the Allottee, all its rights, interest and titles in the said Shop comprised in the Project in the following manner: -

NOW THEREFORE THIS DEED WITNESSES AS FOLLOWS:

1. That in pursuance of the aforesaid Builder Buyer Agreement dated [___], and for a Consideration of Rs. [___] (Rupees ___ Only) paid by the Allottee(s) to the Promoter, the receipt of which is hereby acknowledged, the Promoter hereby transfers, conveys, and assigns, unto the Allottee(s), the entire leasehold rights, title, and interest in perpetuity in the Shop bearing No. [___], having carpet area of [___] sq.ft., of type [___], on [___] floor, in Tower/Building No. [___], 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 Shop, in favour of the Allottee(s), subject to the terms and conditions set herein below, and in the Builder Buyer Agreement dated [___] executed between the Promoter and Allottee.
2. That the total Sale Consideration has been paid by the Allottee(s) to the Promoter in the following manner, the receipt of which is hereby admitted and acknowledged:

S.No.	In favour of	RTGS/Cheque No.	Date	Amount
1.				
2.				
3.				

3. That the Allottee(s) has paid his/her share of the External Development Charges (EDC), and Infrastructure Development Charges (IDC) as applicable and payable to the Government or local authority, which sum has been treated as part of the Sale Consideration for the purpose of levy of Stamp Duty. The Allottee(s) further agrees to pay any additional sum/charges which may be levied by any Government or local body for the provision of any services for the Shop and/or construction of the Shop thereon. In case of revision / increment, including those of the EDC and IDC, the same shall be payable by the Allottee(s) on demand by the Promoter. If such charges are increased (including with retrospective effect), and the same become due and payable, the Allottee(s) shall pay the same and such "charges", if unpaid, shall be treated as unpaid Sale Consideration of the said Shop. Allottee(s) agrees that in case of increase in EDC charges, whether prospective or retrospective the same shall, including interest thereon, be borne by the Allottee(s) in proportion to the area of his/her Shop (as decided by the Promoter).
4. That the actual physical and vacant possession of the said Shop has been handed over by the Promoter to the complete satisfaction of the Allottee(s), and the Allottee(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 Shop Buyer Agreement. The Allottee(s) has been left with no claim in this regard against the Promoter.
5. That all the taxes, charges, levies whether levied or leviable in respect to the said Shop from the date of execution of this Deed shall be payable by the Allottee(s) alone and the Promoter shall have no obligation qua the same.
6. That the Allottee(s) has confirmed to the Promoter that he is entering into this Conveyance Deed/ Perpetual Lease Deed with full knowledge of all the laws, rules, regulations, notifications etc. applicable to the said Project in general and the said Shop in particular and the Allottee(s) agrees to abide by all such laws, by-laws, rules, regulations, notifications etc. as may be made by the Govt. /Local Authority /agencies, association, relating to the project and the said Shop including the terms and conditions of the Licenses and other agreement executed with the _____/other authorities.
7. That the said Shop transferred under this Deed is free from all encumbrances, claims, demands, lien, sale, mortgage, dispute, litigation, gift, decree court attachment, etc. The Allottee(s) hereby confirms that he has inspected the relevant documents with respect to title, said Shop, the common areas, and has conducted independent due diligence with respect to the same and found the same in good and satisfactory order. All the outstanding dues for the said Shop have been cleared/paid by the Promoter upto the date of offer of possession of the said Shop to the Allottee(s), thereafter all such dues shall be the sole responsibility/liability of the Allottee(s).
8. That the Allottee(s) shall comply with and carry out, from time to time even after the execution of the Conveyance Deed/Lease 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 Shop at his own

cost and keep the Promoter 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 Allottee(s) shall not carry out fragmentation, sub-division, partition of the said Shop in any manner whatsoever, under any circumstances unless so permitted by rules, law laid down by the authorities and the association, and such permission has been obtained by the Allottee(s), failing which the Allottee(s) shall be solely and exclusively liable for all consequences arising therefrom.
10. That the Allottee(s) 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 Allottees (hereinafter referred to as the "Maintenance Agency") as may be appointed by the Allottee(s) or the association of Allottee(s) of the Project for the maintenance and upkeep of the Project. The Allottee(s) undertakes to pay on pro-rata basis the maintenance charges with effect from the date of offer of possession, irrespective of whether the Allottee(s) is in occupation of the said Shop or not and to deposit Interest Free Maintenance Security Deposit (hereinafter referred to as the "IFMSD") with the Maintenance Agency.
11. The Promoter and/or the Maintenance Agency appointed by the Promoter 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 Allottees/Occupants of the Shops in the Project.
12. The Allottee(s) agrees to pay contribution to maintain a replacement/sinking fund from the date of offer of possession of the Shop by the Promoter. 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 Allottee.
13. That the Promoter shall indemnify and keep indemnified the Allottee(s) from and against all demands, claim, losses that may be suffered by the Allottee(s) arising on account of any defect in the title of the Promoter to the said Shop. The Allottee(s) shall indemnify and keep indemnified the Promoter from and against all demands, claim, losses that may be suffered by the Promoter due to breach of any of the terms of this Deed by the Allottee(s).
14. That the Allottee(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 Shop allotted to him/her if the said Shop 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 Shop and the Promoters shall have lien on the Shop of the Allottee(s) for recovery of such charges.
15. That the Allottee(s) shall have the right to the use of the common areas and subject to timely payment of maintenance charges, and rules as specified by the Allottee's association. If the maintenance charges are not paid by the Allottee(s) regularly on or

before its due date, then the Allottee(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 by the Allottee(s).

16. That the Allottee(s) shall not use or allow to use the said Shop in any manner that may cause nuisance or annoyance to occupants of other Units/Shops 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 Shop which tends to cause damage to any services of any Shop adjacent to the said Shop or anywhere in Project. The Allottee(s) hereby agrees to indemnify the Promoter against any penal action, damages, costs, or loss suffered due to misuse by the Allottee(s) or any person claiming under him.
17. The Allottee(s) hereby undertakes not to carry out any construction work or encroachment in the vacant area or common areas of the Project. Except upon the designated areas, the Allottee 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 Allottee(s) that the right of usage of common areas available to him are in parallel to the rights available to all other occupants/allottees of the Project. The Allottee(s) does not have any exclusive right over any part of the Project other than the said Shop.
18. That the Allottee(s) shall have the perpetual leasehold rights only in respect of the said Shop and shall have absolutely no such right and title in the common areas of the Project, including the community buildings, open spaces, vacant parking slots, etc., developed and/or to be developed by the Promoter in the said Project, as otherwise provided in this Deed. The Allottee(s) or any other person(s) claiming through the Allottee(s) shall not be entitled to bring any action for partition or division of the areas and facilities, or any part thereof. The Allottee(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 Allottee(s) doth hereby agrees and confirms that he shall not create any blockages, elevations, constructions in the common area and shall indemnify the Promoter for any losses and damages to the Promoter for any of its acts of omission or commissions in this regard.
19. That the Allottee(s) agrees and undertakes that he shall not, at any time before or after taking possession of said Shop, have any right to object to the Promoter constructing or continuing with the development of the other Units, 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 Allottee(s) agrees and undertakes that he shall join any Club/Association/Society of Allottees as may be formed 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 Promoter for this purpose. The Allottee(s) represents and undertakes that he/she shall abide by the rules, regulations and bye-laws of such club/association/society. All administrative, operational decision in respect of the running of the

club/association/society shall be at the sole discretion of the Promoter and Allottee(s) shall not have any right of interference in such decision.

21. That the Promoter, at its sole option, after getting the permission to receive the bulk electric supply, may supply the electricity to the Allottee(s) and the Allottee(s) agrees to take the electric supply from the Promoter/Maintenance Agency. The Allottee(s) herein undertakes to abide by all the terms and conditions of such supply and to pay on demand to the Promoter / Maintenance Agency / Power Companies / nominee, in proportionate share as determined by the Promoter / Maintenance Agency / Power Companies/ nominee of all deposits, securities and charges paid or payable by the Promoter / Maintenance Agency/ nominee to whom permission to receive bulk supply and distribute the same is granted. The Allottee(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 Allottee(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 Promoter / Maintenance Agency. The Allottee(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 Allottee(s) hereby give his irrevocable consent to the Promoter 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 Promoter may make provisions for common water supply to the Project and Allottee (s) herein undertakes to pay on demand to the Promoter / Maintenance Agency, the charges/bills as determined by the Promoter / Maintenance Agency towards providing the same. The Allottee (s) further undertakes that it shall never default in payment of the bills, charges etc. of water consumption charges as demanded by the Promoters / Maintenance Agency.
23. That as and when if any capital equipment, 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 Allottees in the said Project on pro-rata basis (i.e. in proportion to the area of the said Shop). The Promoter / 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 Allottee(s) agrees to abide by the same.
24. The Allottee(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 Shop / adjoining Shops to which the Allottee(s) shall not raise any objection in future.
25. That the Allottee(s) hereby agrees that he/she shall abide by the terms and conditions of this Conveyance Deed/Lease Deed and the Builder Buyer Agreement and the applicable laws, rules, regulations, and bye-laws (including those made by the Allottees'/Owners' Association) and should there be any contravention or non-compliance of the provision of the same, the Allottee(s) shall be solely liable for the same. If any loss is caused due to any acts of the Allottee(s) to the Promoters/ their

nominee, the Allottee undertakes to keep the Promoters, its officers, employees indemnified and harmless against all such losses and against all the consequences of breach by the Allottee(s) of any of the terms and conditions including of any law for the time being in force at any point of time, including any actions, suits, claims, proceedings, damages, liabilities, losses etc. The Allottee(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. “_____”, _____, ___ shall not be changed under any circumstances by the Allottee(s) unless so desired by the Promoter. The Allottee(s) agrees to use the word “_____” 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, Nazrana to the Trust amounting to Rs. 2,100.00 (Rupees Two Thousand One Hundred Only) (“Nazrana Amount”), legal expenses for registration of this Conveyance Deed/Sale Deed/Lease Deed/ Transfer Deed or in relation to the said Shop shall be borne by the Allottee(s) alone.
28. Allottee shall strictly comply with Rules, regulations, conditions and restrictions set forth in the Conveyance Deed/Lease Deed and bye-laws as framed by the Promoter / Association of Owners/Allottees from time to time. Allottee 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 Shop of the Allottee. Allottee shall ensure that on further transfer of the Shop, the transferee shall be jointly and severally liable with the transferor for all unpaid assessments of his share of the common expenses, and also to pay the Nazrana Amount to the Trust on all subsequent transfers. The future transferee shall substitute himself in place of the present Allottee in the said Maintenance Agreement and all future transfers shall have reference to the rights of present Allottee in respect of the charge on the Shop 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/Lease 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 mutually by the Parties. 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 Allottee 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 Aligarh only.

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

For and on behalf of the Promoter:	<input type="text"/> (Authorised Signatory)
For and on behalf of the Allottee(s)	<input type="text"/> (Authorised Signatory)
Witnesses:	
	<input type="text"/>
	<input type="text"/>

SCHEDULE A
DESCRIPTION OF THE SAID SHOP

BOUNDARIES		
East	:	
West	:	
North	:	
South	:	

SCHEDULE B
FLOOR PLAN

CONVEYANCE DEED / SUB-LEASE DEED FOR APARTMENT

This Conveyance Deed / Lease Deed (hereinafter referred to as the “Deed”), is executed on this [___] day of [___], of the year [___] at Aligarh, Uttar Pradesh.

BY

[___] (CIN No. [___]), a company incorporated and registered under the provisions of the Companies Act 2013, having its registered office at [___], represented by its authorized signatory [___], 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 include its successors-in-interest, and permitted assigns).

AND

[If the Allottee is a company]

[___] (CIN [___]), a company registered under the provisions of the Companies Act, 2013 having its registered office at [___], represented by its authorized signatory [___] 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).

[OR]

[If the Allottee 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 “Allottee” (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 Allottee is an Individual]

Mr./Ms. [___], (Aadhar no. [___]) son / daughter / wife of [___], aged about [___], residing at [___], hereinafter referred to as the “Allottee” (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).

[OR]

[If the Allottee is an 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 “Allottee” (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).

Interpretation:

Whenever the Allottee 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 Allottee is a Joint Stock Company, Body Corporate or a Firm or any Association of Persons and whenever there are more than one Allottee, the expression Allottee in the Agreement shall be construed as including each of such Allottees and their respective heirs, executors, administrators, legal representatives and permitted assigns etc.

The Promoter and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

WHEREAS:

- A. The Promoter is the and lawful perpetual lessee 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 Deed(s) dated 14.07.2008, 24.07.2008, and 26.07.2008, registered as Book No. 1, Jild No. 6294, Pages 73/206, S.No. 6443, dated 14.07.2008, Book No. 1, Jild No. 6323, Pages 367/472, S.No. 6932 dated 24.07.2008, and Book No. 1, Jild No. 6331, Pages 267/418, S.No. 7077, dated 26.07.2008 at the office of the Sub-Registrar;
- B. The lawful and absolute owner of the said Land, i.e. Sri Sitaramji Maharaj Virajman Mandir, Sarai Dubey, Aligarh Trust ("said Trust"), has leased the said Land in perpetuity, along with rights to construct, sub-let, assign, and transfer. In view thereof, the Promoter, who has been sub-leased the said Land, is entitled to sub-let, assign, and transfer the said Land (or any part thereof) in favour of any person/entity, subject to payment of Nazrana amount of Rs. 2,100.00 (Rupees Two Thousand One Hundred Only) to the said Trust.
- C. The Promoter has obtained the Licenses bearing No. _____ on _____ from the _____ for the promotion and development of a residential cum commercial project on the Project Land;
- D. The Promoter has 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 the Real Estate (Regulation and Development) Rules, 2016 ("Rules") with the Real Estate Regulatory Authority at Lucknow ("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 " _____ " .;
- F. The Allottee had applied for a flat in the Project vide application no. [____] dated [____] and has been allotted flat no. [____] having carpet area of [____] square feet, on [____]

floor in [tower/block/building] no. [____] (“Building”) along with covered parking no. [____] in the Basement No. [____], 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 flat is annexed hereto and marked as Schedule B);

- G. Thereafter, the Allottee and the Promoter entered into a Builder Buyer Agreement dated [____] in respect of the said Flat (“Flat Buyer Agreement”);
- H. The Promoter, relying on the confirmations, representations and assurances of the Allottee 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 Allottee has agreed to acquire and possess, the said Flat together with all rights, titles and interests thereto, for a consideration of Rs. [____]/- (hereinafter referred to as the “Consideration”) on the mutually agreed terms and conditions mentioned herein and in the Builder Buyer Agreement;
- I. The Allottee has approached the Promoter 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 Promoter to the Allottee on [____] and the Allottee has duly taken possession of the said Flat from the Promoter without any demur or protest on [____];
- J. That subject to the covenants, terms, and conditions contained herein, the Promoter hereby agrees to convey in favour of the Allottee, 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 Builder Buyer Agreement dated [____], and for a Consideration of Rs. [____] (Rupees ____ Only) paid by the Allottee(s) to the Promoter, the receipt of which is hereby acknowledged, the Promoter hereby transfers, conveys, and assigns, unto the Allottee(s), the entire leasehold rights, title, and interest in perpetuity in the Flat bearing No. [____], having carpet area of [____] sq.ft., of type [____], on [____] floor, in Tower/Building No. [____], along with covered car parking no. [____] in Basement No. [____], 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, in favour of the Allottee(s), subject to the terms and conditions set herein below, and in the Builder Buyer Agreement dated [____] executed between the Promoter and Allottee.
2. That the total Sale Consideration has been paid by the Allottee(s) to the Promoter in the following manner, the receipt of which is hereby admitted and acknowledged:

S.No.	In favour of	RTGS/Cheque No.	Date	Amount
1.				

2.				
3.				

3. That the Allottee(s) has paid his/her share of the External Development Charges (EDC), and Infrastructure Development Charges (IDC) as applicable and payable to the Government or local authority, which sum has been treated as part of the Sale Consideration for the purpose of levy of Stamp Duty. The Allottee(s) further agrees to pay any additional sum/charges which may be levied by any Government or local body for the provision of any services for the Flat and/or construction of the Flat thereon. In case of revision / increment, including those of the EDC and IDC, the same shall be payable by the Allottee(s) on demand by the Promoter. If such charges are increased (including with retrospective effect), and the same become due and payable, the Allottee(s) shall pay the same and such “charges”, if unpaid, shall be treated as unpaid Sale Consideration of the said Flat. Allottee(s) agrees that in case of increase in EDC charges, whether prospective or retrospective the same shall, including interest thereon, be borne by the Allottee(s) in proportion to the area of his/her Flat (as decided by the Promoter).

4. That the actual physical and vacant possession of the said Flat has been handed over by the Promoter to the complete satisfaction of the Allottee(s), and the Allottee(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 Allottee(s) has been left with no claim in this regard against the Promoter.

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 Allottee(s) alone and the Promoter shall have no obligation qua the same.

6. That the Allottee(s) has confirmed to the Promoter that he is entering into this Conveyance Deed/Lease Deed with 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 Allottee(s) agrees to abide by all such laws, by-laws, rules, regulations, notifications etc. as may be made by the Govt. /Local Authority /agencies, association, relating to the 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 under this Deed is free from all encumbrances, claims, demands, lien, sale, mortgage, dispute, litigation, gift, decree court attachment, etc. The Allottee(s) hereby confirms that he has inspected the relevant documents with respect to title, said Flat, the common areas, and has conducted independent due diligence with respect to the same and found the same in good and satisfactory order. All the outstanding dues for the said Flat have been cleared/paid by the Promoter upto the date of offer of possession of the said Flat to the Allottee(s), thereafter all such dues shall be the sole responsibility/liability of the Allottee(s).

8. That the Allottee(s) shall comply with and carry out, from time to time even after the execution of the Conveyance Deed/Lease 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 Promoter 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 Allottee(s) 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 the association, and such permission has been obtained by the Allottee(s), failing which the Allottee(s) shall be solely and exclusively liable for all consequences arising therefrom.
10. That the Allottee(s) 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 Allottees/Residents (hereinafter referred to as the "Maintenance Agency") as may be appointed by the Allottee(s) or the association of Allottee(s)/Residents of the Project for the maintenance and upkeep of the Project. The Allottee(s) undertakes to pay on pro-rata basis the maintenance charges with effect from the date of offer of possession, irrespective of whether the Allottee(s) 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 Promoter and/or the Maintenance Agency appointed by the Promoter 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 Allottee(s) agrees to pay contribution to maintain a replacement/sinking fund from the date of offer of possession of the Flat by the Promoter. 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 Allottee.
13. That the Promoter shall indemnify and keep indemnified the Allottee(s) from and against all demands, claim, losses that may be suffered by the Allottee(s) arising on account of any defect in the title of the Promoter to the said Flat. The Allottee(s) shall indemnify and keep indemnified the Promoter from and against all demands, claim, losses that may be suffered by the Promoter due to breach of any of the terms of this Deed by the Allottee(s).
14. That the Allottee(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 Promoters shall have lien on the Flat of the Allottee(s) for recovery of such charges.

15. That the Allottee(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, and rules as specified by the residents' association. If the maintenance charges are not paid by the Allottee(s) regularly on or before its due date, then the Allottee(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 by the Allottee(s).
16. That the Allottee(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/Flats 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 Allottee(s) hereby agrees to indemnify the Promoter against any penal action, damages, costs, or loss suffered due to misuse by the Allottee(s) or any person claiming under him.
17. The Allottee(s) hereby undertakes not to carry out any construction work or encroachment in the vacant area or common areas of the Project. The Allottee 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 Allottee(s) 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 Allottee(s) does not have any exclusive right over any part of the Project other than the said Flat.
18. That the Allottee(s) shall have the perpetual leasehold rights 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, vacant parking slots, etc., developed and/or to be developed by the Promoter in the said Project, as otherwise provided in this Deed. The Allottee(s) or any other person(s) claiming through the Allottee(s) shall not be entitled to bring any action for partition or division of the areas and facilities, or any part thereof. The Allottee(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 Allottee(s) doth hereby agrees and confirms that he shall not create any blockages, elevations, constructions in the common area and shall indemnify the Promoter for any losses and damages to the Promoter for any of its acts of omission or commissions in this regard.
19. That the Allottee(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 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 Allottee(s) agrees and undertakes that he shall join any Club/Association/Society of Residents as may be formed 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 Promoter for this purpose. The Allottee(s) represents and undertakes that he/she shall abide by the rules, regulations and bye-laws of such club/association/society. All administrative, operational decision in respect of the running of the club/association/society shall be at the sole discretion of the Promoter and Allottee(s) shall not have any right of interference in such decision.

21. That the Promoter, at its sole option, after getting the permission to receive the bulk electric supply, may supply the electricity to the Allottee(s) and the Allottee(s) agrees to take the electric supply from the Promoter/Maintenance Agency. The Allottee(s) herein undertakes to abide by all the terms and conditions of such supply and to pay on demand to the Promoter / Maintenance Agency / Power Companies / nominee, in proportionate share as determined by the Promoter / Maintenance Agency / Power Companies/ nominee of all deposits, securities and charges paid or payable by the Promoter / Maintenance Agency/ nominee to whom permission to receive bulk supply and distribute the same is granted. The Allottee(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 Allottee(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 Promoter / Maintenance Agency. The Allottee(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 Allottee(s) hereby give his irrevocable consent to the Promoter 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 Promoter may make provisions for common water supply to the Project and Allottee (s) herein undertakes to pay on demand to the Promoter / Maintenance Agency, the charges/bills as determined by the Promoter / Maintenance Agency towards providing the same. The Allottee (s) further undertakes that it shall never default in payment of the bills, charges etc. of water consumption charges as demanded by the Promoters / Maintenance Agency.
23. That as and when if any capital equipment, 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 Allottees in the said Project on pro-rata basis (i.e. in proportion to the area of the said Flat). The Promoter / 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 Allottee(s) agrees to abide by the same.
24. The Allottee(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 Allottee(s) shall not raise any objection in future.

25. That the Allottee(s) hereby agrees that he/she shall abide by the terms and conditions of this Conveyance Deed/Lease Deed and the Builder Buyer Agreement and the applicable laws, rules, regulations, and bye-laws (including those made by the Residents/Owners Association) and should there be any contravention or non-compliance of the provision of the same, the Allottee(s) shall be solely liable for the same. If any loss is caused due to any acts of the Allottee(s) to the Promoters/ their nominee, the Allottee undertakes to keep the Promoters, its officers, employees indemnified and harmless against all such losses and against all the consequences of breach by the Allottee(s) of any of the terms and conditions including of any law for the time being in force at any point of time, including any actions, suits, claims, proceedings, damages, liabilities, losses etc. The Allottee(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. “ _____”, _____, ___ shall not be changed under any circumstances by the Allottee(s) unless so desired by the Promoter. The Allottee(s) agrees to use the word “ _____” 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, Nazrana to the Trust amounting to Rs. 2,100.00 (Rupees Two Thousand One Hundred Only) (“Nazrana Amount”), 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 Allottee(s) alone.
28. Allottee shall strictly comply with Rules, regulations, conditions and restrictions set forth in the Conveyance Deed/Lease Deed and bye-laws as framed by the Promoter / Association of Owners/Residents from time to time. Allottee 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 Allottee. Allottee shall ensure that on further transfer of the Flat, the transferee shall be jointly and severally liable with the transferor for all unpaid assessments of his share of the common expenses, and also to pay the Nazrana Amount to the Trust on all subsequent transfers. The future transferee shall substitute himself in place of the present Allottee in the said Maintenance Agreement and all future transfers shall have reference to the rights of present Allottee 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/Lease 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 mutually by the Parties. 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 Allottee 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 Aligarh only.

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

For and on behalf of the Promoter:	[____] (Authorised Signatory)
For and on behalf of the Allottee(s)	[____] (Authorised Signatory)
Witnesses:	
	[____]
	[____]

SCHEDULE A
DESCRIPTION OF THE SAID FLAT

BOUNDARIES		
East	:	
West	:	
North	:	
South	:	

SCHEDULE B
FLOOR PLAN

