**CONVEYANCE AGREEMENT**

This Conveyance Agreement (this “Agreement”) is entered into as of\_\_\_\_\_\_\_\_\_\_\_\_ (the ‘’Effective Date’’) at \_\_\_\_\_\_\_\_\_\_\_ (Place).

**BETWEEN:**

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, An Individual/Builder, having its registered address at\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ through its [Authorised signatory: \_\_\_\_\_\_\_\_\_\_\_\_], (hereinafter referred as “the Developer” or the "First Party").

 OF THE FIRST PART

**AND:**

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, An Individual having its registered address at\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ through its [Authorised signatory: \_\_\_\_\_\_\_\_\_\_\_\_], (hereinafter referred as, “Buyer” or the "Second Party").

OF THE SECOND PART

**WHEREAS** by an Agreement dated \_\_\_\_\_\_\_\_\_, the Confirming Party allowed his land with structures at \_\_\_\_\_\_\_\_\_\_\_\_ [Address], to develop by the Developer after demolishing the existing structure and constructing multi-storeyed building thereon in accordance with the sanctioned plans and specifications agreed to.

**WHEREAS** by a Power of Attorney dated \_\_\_\_\_\_\_\_\_ [Date], executed by the Confirming Party, the Developer was appointed the Agent and Attorney and was given all the necessary powers to carry out the development of the said property.

**WHEREAS** the Developer has on demolition of the existing structure started construction of the new building on the said property.

**WHEREAS** the Developer on \_\_\_\_\_\_\_\_\_ [Date], entered into an Agreement for Sale of Flat No.\_\_\_\_\_\_ [No.] on the \_\_\_\_\_\_\_\_ [No.] floor of the said premises to be constructed to the Purchaser herein on terms and conditions contained therein and in consideration of payment of Rs. \_\_\_\_\_\_\_\_\_\_\_\_ [Amount in Rs.] by stipulated instalments.

**WHEREAS** the Developer has completed construction of the said Flat and obtained Completion Certificate from the concerned authority.

**WHEREAS** the Purchaser has made payment according to the stipulated instalments contained in the said Agreement for Sale of Flat and on receipt of full consideration moneys the Developer has given possession of the said Flat to the Purchaser.

**AND WHEREAS** the said Agreement for Sale of Flat contained stipulation for execution of Conveyance in respect of the said Flat in favour of the Purchaser.

1. **RELATIONSHIP OF THE PARTIES**
	1. The Parties agree that the Parties shall be considered independent partners and not agents or employees of the other Party. Neither Party shall have authority to make any statements, representations nor may commitments of any kind, nor to take any action which shall be binding on the other Party, except as be expressly provided for herein or authorized in writing.
2. **DUTIES AND OBLIGATIONS OF THE PURCHASER**
	1. The Purchaser shall be liable to pay and contribute in proportion to the covered area of the flat and floor area of the Garage or Parking Space hereby conveyed to the Purchaser towards payment of Municipal rates, taxes, service charges and other outgoings payable in respect of the said Premises \_\_\_\_\_\_\_\_\_\_\_\_\_ [Full Address]. Depending upon the circumstances the statutory dues may be paid by the Purchaser directly to the statutory authority or if the Management Committee of the Flat Owner’ Association functions and has made arrangements then such statutory dues may be paid through the said Managing Committee.
	2. The Purchaser shall be liable to pay the service charges to the Association and in default in payment the Association will have the liberty to attach the Flat or assets of the Purchaser and sell the same for realisation of the proportionate service charges which shall include all outgoings in relation to the maintenance and upkeep of the said building.
	3. The Purchaser shall have the full proprietary rights and will be at liberty to transfer, mortgage, lease, gift or otherwise deal with the said Flat provided that the Purchaser shall not be entitled to demolish or commit waste in respect of the land, flat, garage or parking space or do or allow anything to be done in the said flat or in relation to the garage or parking space to affect prejudicially the other occupiers of the said building.
	4. The Purchaser shall not post any advertisement or poster of any kind in the building or on the said premises without permission of the Association.
	5. The Purchaser shall not make or allow the making of any noise or use or play any musical instrument, radio, T.V. or amplifier at high pitch or do any work or thing or act or conduct himself or allow any person in the flat to conduct or do anything in such a way that might reasonably cause irritation, annoyance or disturbance to any other resident or occupier of the said building.
	6. The Purchaser shall not keep any domestic or other animal within the said premises or building without abiding by the relevant Municipal bye-laws or regulations and without the permission of the Association.
	7. The Purchaser shall not hang clothes and garments from the windows or balconies of the said Flat in a manner which might cause inconvenience or irritation or annoyance to any other occupier or resident of the said building.
	8. The Purchaser shall not throw garbage or refuse outside the dustbins provided within the common service areas.
	9. The Purchaser shall not take up any wiring for electrical or telephone installation, T.V. Antenna, Air-Conditioning unit or other plant or machinery on the exterior of the said Flat that protrudes through the walls or roof or floor of that flat except with the written permission of the Association.
	10. The Purchaser shall not arrange or hold any public function in any part of the property except with the permission of the Association. The Purchaser shall not use the said Flat No.\_\_\_\_\_\_\_\_\_ [No.] for immoral purpose or for storing any inflammable or hazardous goods or article and shall not bring in the said Flat or in the Parking Space any item of whatever nature which might cause harm to other occupiers or residents of the said building.
3. **DUTIES AND OBLIGATIONS OF THE DEVELOPER**
	1. In conservation of the sum of Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_ [Amount in Rs.] paid by the Purchaser to the Developer the receipt of which amount the Developer hereby acknowledges, the said Developer in accordance with the Development Agreement dated \_\_\_\_\_\_\_\_\_\_ [Date], in exercise of his powers and authorities under the Power of Attorney dated \_\_\_\_\_\_\_\_\_\_\_\_ [Date], and in accordance with the undertakings and covenants contained in the Agreement for Sale dated \_\_\_\_\_\_\_\_\_ [Date], does hereby convey, transfer and assign to the said Purchaser free from all encumbrances Flat No.\_\_\_\_\_\_\_\_\_ [No.] on the \_\_\_\_\_\_ [No.] floor and Garage-parking Space No.\_\_\_\_\_\_\_\_ [No.] on the \_\_\_\_\_\_\_ [No. of floor] floor in Premises \_\_\_\_\_\_\_\_\_\_\_\_ [Address], with all rights in the land and common areas of the said premises proportionate to the area covered by the said Flat No.\_\_\_\_\_\_\_\_\_\_\_ [No.] described in the agreement to have and hold the property hereby conveyed to the Purchaser absolutely.
4. **MANDATORY OBLIGATIONS OF THE PARTIES.**
	1. The Stamp Duty and Registration Fees and other incidental expenses of this Indenture shall be paid and borne by the Developer and the Purchaser in equal proportion
	2. The Developer and Confirming Party undertake to deliver all relevant Title Deeds to the Association of the Flat Owners of the said building as and when formed and the Managing Committee of the said Association shall hold the Title Deeds as Trustees to be made available to any flat owner or to any authority for inspection and where necessary for production but that the Trustees shall not part with the Title Deeds.
5. **GENERAL CLAUSES**
	1. The land where on the said building has been constructed, the common passages, spaces, lobbies, corridors and all kinds of amenities shall remain joint and attached for the benefit of the occupiers to the flats and building of the said premises.
	2. The Managing Committee or any officer of the Association of the Flat Owners in case of emergency originating in or threatening the said Flat No.\_\_\_\_\_\_\_\_\_ [No.] shall have the right to enter the said Flat to enable them to take immediate suitable steps in the interest of safety, preservation and maintenance of the said Flat No. \_\_\_\_\_\_ [No.] and the neighboring flats and/or the buildings. The representative of the Association shall have the right to enter the said Flat No. \_\_\_\_\_\_\_\_\_ [No.] for the purpose of installations, alteration or repairs of the common mechanical or electrical services of the building
	3. This indenture and the conveyance herein made are subject to the terms and conditions, covenants and restrictions contained in the Development Agreement and the Agreement for Sale of the Flat and subject to the provisions of law applicable to the said building and/or the said Flat.
6. **TERMS OF PAYMENT**
	1. The Purchaser will pay to the developer Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Amount in Rs.].
7. **REPRESENTATIONS AND WARRANTIES**
	1. Each party hereby represents and warrants to that:
	2. Each party has all required capacity and corporate authorization to enter into this Agreement and be bound by the obligations provided hereunder;
8. **DISPUTES AND RESOLUTIONS**
	1. ARBITRATION:
		1. In the event of any dispute, difference or controversy arising between the Purchaser and Developer in the performance, interpretation, implementation or application of this agreement, the parties will first attempt to resolve their differences mutually but failing mutual settlement dispute, difference or controversy arising, either Party may request that such disputes be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 (“ the Act of 1996”) and the rules made there under, as amended from time to time.
		2. The Seat of Arbitration will be in \_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Place] and all Arbitration proceedings will be conducted in \_\_\_\_\_\_\_\_\_\_\_ [Place] \_\_\_\_\_\_\_\_\_ in English Language.
	2. All disputes, actions and proceedings shall be subject to the jurisdiction of the Courts in \_\_\_\_\_\_\_\_\_\_\_\_\_ [Name of the place].

IN WITNESS WHEREOF the parties hereto have subscribed their respective hands hereto and on a duplicate hereof on the day and year hereinabove first mentioned

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| --- | --- |
|  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (First Party) |  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Second Party) |

Signed and Witnessed in the presence of:

1. Name of the Witness \_\_\_\_\_\_\_\_\_\_\_

Address of the Witness \_\_\_\_\_\_\_\_\_\_\_

(Signature)

1. Name of the Witness \_\_\_\_\_\_\_\_\_\_\_\_\_

Address of the Witness \_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature)