

**Deed of Apartment in respect of Apartments Constructed on Land Leased
out by Delhi Development Authority**

THIS INDENTURE is made at DELHI on this.....Day of 20 BY
and amongst

THE LESSOR, The President of India through Lease Administration Officer in
the DDA who manages the affairs of land belonging to DDA hereinafter called
the Party No.1.

&

S/Shri Or M/S.....herein after called as the
LESSEE/PROMOTER/ DEVELOPER/ BUILDER.....Party No.2

&

Sh.....hereinafter called as the flat BUYER/OWNER or Party
No. 3.

WHEREAS the Party No.1 has granted a lease hold right /free hold rights
(whichever is applicable) to the Lessee on land situated at Plot No.....Block
No..... admeasuring..... (Description of land on which the building
and the common areas and facilities are located; is mentioned in Lease Deed)
vide Perpetual Lease Deed dated..... which is duly registered as document
No..... Vol. No..... Book No..... at page No..... to.....

WHEREAS the Party No.2 has constructed on the land described above a
building known as.....(here enter the name of the
building), according to the plans attached hereto as Annexure 'A' which were
approved by the.....(here insert name of the urban local body)
on the day of 20..... and which are made a
part thereof.

WHEREAS the said building consists of basement, a ground
floor and (To be filled in) upper floors The ground floor
may be used for convenience Store/parking/ or any other common purposes.
(according to the Plan). Property consist oftowers.

WHEREAS the ground and upper floors consist of individual apartments
shall be exclusively used for commercial/residential purposes (*can be modified
accordingly whether used for commercial/residential, common
convenience/common services for the resident's' of the building etc.*). The floor
Nos. 1 and above are capable of individual utilization on account of having
their Own exit to a common area and facility of the building, and the
apartments have been sold to one or more owners each owner obtaining a
particular and exclusive property right thereto and each apartment

constituting a heritable and transferrable, immovable property within the meaning of any law for the time being in force in the Union Territory of Delhi.

WHEREAS the aforesaid building has a total built up area of sq.m. of whichsq.m. constitute as commercial/residential area and the rest area constitute as common areas and facilities.

WHEREAS, all the Apartments shall be exclusively used for Flats, Commercial/Residential office purposes etc. Each purchaser has obtained a particular and exclusive property right thereto and also an undivided interest in the general and or restricted common areas and facilities of the property.

WHEREAS the apartments and common areas and facilities of the building will be as follows:-

1. Apartments

There are.....apartments. These apartments are numbered on each floor of the tower. The apartment is described herein below. The measures of an apartment include all the outside walls and one-half of the block partition but exclude load bearing walls.

The Apartment consist of commercial/residential buildings/offices etc.

The boundaries of the building are as follows:

North:

South:

East:

West:

2. Common Areas and facilities:

- (a) The parcel of land except the apartment.
- (b) Basement/Basements, if any, shown in Annexure A.
- (c) The following facilities located in the ground floor of the apartment complex:
 - (i) Lawn/ Open Space/Path ways/any other area/facility meant for common use.
 - (ii) Car Parking (Restricted common area)

AND WHEREAS the Party No.2 has sold an apartment having an area of sq.m and having Apartment/unit/space no..... on Floor in the aforesaid building to Shri/Smt..... vide a unit/space Buyer Agreement datedxx,xx,xxxx(date) for Rs..... between Party No.2 & 3.

And whereas parties covenants and agrees that all the apartment owners shall have right of votes etc. and liabilities to rebuild, repair, restore or sell the

property in the event of damage or destruction of all or any part of the property in proportion to their percentage of share.

NOW IS HEREBY AGREED by, and amongst the parties as follows:

- (a) The buyer of the apartment shall have exclusive ownership and possession of the apartment purchased by him by virtue of the above mentioned flat buyer agreement and he shall have title to "proportionate percentage of undivided interest in the common area and facilities.
- (b). That for the purpose of stamp Duty and registration fee to be imposed on the registration of this deed under Indian Stamp Act, the value of the.....(here insert the name of the building) is distributed as follows:
 - (i) Parcel of land described in this deed, hereof is valued at Rs.....
 - (ii) The aforesaid mentioned apartment which has been sold, hereof is valued at Rs.....
 - (iii) The responsibility of payment of stamp duty and Registration fee shall be borne by Party No.3.
- (c). That as long as Party No.3 owns/own one or more apartment, he shall be subject to the provisions of this Deed and Party No.3 covenants to take no action which will adversely affect the rights of the Association of Apartment Owners with respect of assurances against latent in the building or other rights assigned to the Association of Apartment Owners by reason of the establishment of the Condominium.
- (d). That the general and / or restricted common areas-and facilities shall remain undivided and no buyer shall bring any action for partition of division thereof.
- (e). That the percentage of the undivided interest in the general and/or restricted common areas and facilities established herein shall not be changed except with the unanimous consent of all the Apartment Owners.
- (f). That the undivided interest in the general and / or restricted common areas and facilities shall not be separated from the apartment to which it appertains and shall be deemed conveyed with the apartment even though such interest is not expressly mentioned or describes in the conveyance or other instrument.
- (g). That Party No.3 shall comply with the provision of this Deed, decisions and resolutions of the Association of Apartment Owners or its representative and failure to comply with any such provisions, decisions or resolution shall be grounds for an action to recover sums due, for damages, or injunctive relief by the Association of Apartment Owners.

j). That the dedication of the property to the plan of Association of Apartment Owners herein shall not be revoked, or the property removed from the plan of Apartment Ownership or any of the provisions herein amended unless all of the Apartment Owners and the Mortgagees of all the Mortgages covering the apartment unanimously agree to such revocation or amendment or removal of the property from the plan duly registered instruments:

PROVIDED HOWEVER: That the Other provisions (except paragraph 'e') of this Declaration may be amended but that the Declaration shall always be kept in consistent with the provisions of law by Vote of at least 66-2/3 per cent in number and in common interest of all 'apartment owners cast at a meeting duly held in accordance with the provisions of the bye-laws of the Association of Apartment owners.

(j). That no Apartment Owners /Buyer of an apartment may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the general and/or restricted common areas and facilities or by the abandonment of his apartment.

(k). That all present or future owner, tenants, future tenants or any other person that might use the facilities of the building in any manner, are subject to the provisions of this Deed and the mere acquisitions or rental of any of the apartments of the building or the Mere act of occupancy of any of the apartments shall signify that the provisions of this Deed are accepted and ratified. The respective apartments shall not be rented or given on lease and license or on caretaker basis by the Apartment Owners thereof for transient or residential purposes.

(l). That, where an apartment is sold by a mortgagee in exercise of his powers of sale under an English mortgage or by a court in execution of a decree in a suit brought by a mortgagee against the owner of such apartment, then neither the mortgagee nor the purchaser, who derives title to the apartment at such sale, or his successors or assigns, shall be liable for assessment by the Association of Apartment Owners which 'become due prior to the acquisition of title by such acquirer, it being understood however, that the above shall not be construed to prevent the Association of Apartment Owners from filing and claiming charge for such assessments and enforcing same as provided by law and that such charge shall be subordinate to such mortgage.

(m). That the property/apartment will remain as lease property and all the terms of the lease will prevail and the Party No.3. will be bound by the terms & conditions of the original lease.

(n). That it is also hereby agreed between the parties that in case of conflict of any terms and conditions of this deed with the terms and conditions of the Lease Deed as aforesaid described, that the said conflict shall be decided by the

LESSOR through Lease Administrative Officer, or by any person duly authorized by him in writing.

(o) That a Notice dated.....has been issued to the Party No.2 to be present for signing this tripartite indenture of Deed of Apartment. However, after expiry of 30 days of notice period, Party No.2 has not turned up for signing and also he has not objected to this indenture in any form. Therefore, the Party No.1 is executing this indenture of Deed of Apartment in Compliance to the Hon'ble Delhi High Court's judgment dated 28.5.2010 and subsequent modified order dated 13.7.2012 in the matter of Writ Petition (C) No.1059/2007 titled as O.S. Bajpai Vs. Administrator of Delhi and Others wherein the Hon'ble High Court directed the DDA to sign as confirming party to this deed between Party No.2 & 3 and also signed on behalf of Party No.2 in case where Party No.2 does not turned up to sign in this Deed of Apartment. (This is not applicable when Party No.2 is present).

IN WITNESS WHEREOF the parties herein below have executed these presents on the day, Month and year first above written.

Signed and delivered for and
On behalf of

.....

(lessee/developer/Promoter/Builder)
(Name & designation with common
Seal in case of Limited Company)

Party No. 2 photograph & Aadhar No.....

Signed and delivered by

.....

(owner/purchaser/buyer)

Party No. 3 Photograph & Adhar No.....

Signed and delivered for and on behalf of Lessor

.....

.....

(Name and Designation)

Party No. 1

Witnesses

1.

2.

Annexure - A