

**CONVEYANCE DEED / SALE DEED**  
**(Residential)**

Type of Deed : Conveyance Deed/ Sale Deed  
 Location : Rajendra Nagar, Gorakhpur, U. P.  
 Situated at : Mauza Lacchipur, Tappa & Pargana Haveli,  
 Tehsil Sadar District Gorakhpur, U.P

Type of Property : Residential Flat  
 Standard of Measurement : Square Meters (Sq.M.)  
 Tower Name : "Elite "  
 Floor : xx<sup>th</sup>  
 Flat No. : xxx  
 Carpet Area : x x . x x Sq. Mtr.  
 Covered Area : xx.xx Sq. Mtr.  
 Super Area : xx.xx Sq. Mtr.  
 Consideration : Rs xx/-

Details of circle Rate:-

Part 3/(k)

Sr. N0. 10

@xxxxxx/- sq.mtr

General instruction- 10% extra for various facilities

Applied rate- Rs.xxx + xx% = xxxxx/- per Sq. Mtr.

Valuation : **Rs...../-**  
 Total Stamp Duty : **Rs...../-**  
 E-Stamp : **Rs...../-**

Seller- M/S.AGARSEN REALTORS DEVELOPERS PRIVATE LIMITED

Seller's PAN No: **AAJCA6474C**

Seller's Mob No: **7705008251**

Purchaser- XXXXXXXX

Purchaser's PAN No: XXXXXX

Purchaser's Aadhar No: XXXXXXXX

Purchaser's Mob No: XXXXXXXX

This Deed of Conveyance / Sale is made and executed at Gorakhpur, U. P. on this  
XX<sup>th</sup> day of August 20XX

**BY**

**AGRASEN REALTORS & DEVELOPERS PRIVATE LIMITED** a company incorporated and existing under the provisions of the companies Act, 1956 having its registered office at WZ-106/136, Basement, Rajouri Garden Foundation School, New Delhi - 110027 through its Director **Mr. Vikas Kejriwal (Aadhar No. 729743085008) S/O Mr. Shyam Sundar Kejriwal resident at 507, Saraf Residency, Betiahata, Sadar, Gorakhpur (UP) - 273001**, hereinafter referred to as the "VENDOR / OWNER", (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, authorized representatives, executors, attorneys and assigns and all those claiming through it) of the **FIRST PART**.

### **IN FAVOUR OF**

Mrs. XXXXXXXX (Pan No XXXXXXXX)(Aadhar no XXXXXXXX referred to as the "VENDEE(S)" (which expression shall unless excluded or repugnant to the context, be deemed to mean and include his/her/their legal heirs, successors, authorized representatives, administrators, executors and assigns) of the **SECOND PART**.

### **WHEREAS**

- a) **Mr. MOHD RARIQ SAYEED, MAHBOOB SAYEED, ASIF SAYEED S/o HAMID ALI** residence of QAZIPUR KHURD district Gorakhpur, Uttar-Pradesh are the absolute and lawful owners of Araj/Gata/Khasra No. 619MI, Others admeasuring 6888.6012 Sq MTR. situated at Mauza Lacchipur, Tappa & Pargana Haveli, Tehsil Sadar District Gorakhpur, U.P executed builders agreement in favour of VENDOR / OWNER through vide deeds dated 08/02/2023 registered as App No. 202300950004424 Bahi No. 1 Zild No. 19339 Page 191-224 Sr. 1629 at the Sub-Registrar I Gorakhpur
- b) The developer has constructed a Group Housing complex (hereinafter called the "Said Residential Complex" "**Elite Heights**" / "The Said Project") and also known as "**Elite PROJECT**"
- c) The Gorakhpur Development Authority has granted the commencement certificate to develop the Said Residential Complex vide Approval No. GKDA/BP/23-24/188 dated 22/07/2024.
- d) The developer has registered the project, under the provision of Act with the Real Estate Regulatory Authority at Uttar Pradesh under registration No. XXXXXXXX.

- e) And Whereas the Vendor is the owner, and in possession of the vast stretch of free hold land of the revenue village of ..... and District Gorakhpur in the state of Uttar Pradesh, wherein the Vendor is developing a residential complex in the name and style of "ELITE ", and in the said residential complex, the Vendor on specific parcels of land, is developing a Group Housing Project consisting of various towers and blocks of flats of various types and sizes, under the name and style of .....", (which group housing project is hereinafter referred to as the "project"), as per various approvals (including the ones obtained and the ones applied for)
- f) The Purchaser are satisfied by the title of the project land and is desirous of purchasing a Flat in the building known as 'Tower - X', Floor No. XX<sup>th</sup> Flat No. XXXX in the Project XXXX XXXX, having Carpet area measuring about XXX.XX Sq.Mtr (XXX XXX XXX XXXX Sq. Mtr.) (hereinafter referred to as "Said Flat") more and fully detailed in the schedule B attached hereto.
- g) And Whereas the VENDOR vide an Agreement on dated ....., (hereinafter referred to as the "Said Agreement") agreed to transfer, sell and convey to the Vendee and the Vendee agreed to purchase a said flat in the said project (more particularly described in Schedule B hereunder) for a total consideration Rs. ..../- (in words.....) on the terms and conditions agreed upon by and between vendor and vendee (s), contained in the said agreement.

**NOW THIS DEED OF SALE WITNESSETH AS UNDER:**

1. That in pursuance of the said agreement and in consideration Rs..... /- **(Rupees in words ..... Only)** only by the Purchaser to the Vendors paid at or before the execution hereof (the receipt whereof the Vendors do hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge and from the payment of the same and every part thereof hereby forever release discharge and acquit the Purchaser and the said Flat, the Vendors do hereby grant sell convey transfer assign and assure ALL THAT the said Flat being the **Flat N0. XXXX** on the **XX<sup>th</sup> floor** of the **Tower- X** Building more fully mentioned and described in the SECOND SCHEDULE hereunder written TOGETHER WITH the said share in the said premises being proportionate, undivided, impartible, indivisible and variable share in the land comprised in the said premises fully described in the FIRST SCHEDULE hereunder written attributable and appurtenant to the said Flat AND SUBJECT To the Purchaser paying and discharging municipal and all other rents, taxes, charges impositions and all others outgoings on and in respect of the said Flat wholly and the Common Expenses and all municipal and other rents, taxes and impositions and other outgoings on and in respect of the said premises and in particular the Common Areas and installations proportionately.
2. THAT in consideration **Rs. XX, XX.XXX/- (Rupees XXX XXXX XXXX Only)** ("sale consideration") paid by the purchaser(s) to the Vendor, the receipt whereof

VENDOR hereby acknowledge. The VENDOR hereby sells, conveys, assigns and transfers by way of absolute sale all that **Flat No. \_\_\_\_\_** on the **XX<sup>th</sup> (XXXX)** Floor in **Tower- ...** in the project known as Elite ,

3. THAT the absolute title, right and interest with all easements only in respect of the Said Apartment hereby sold shall vest in the purchaser(s) hereinafter and presently no right of easement of any kind is available to any other person or persons, to restrict the purchaser(s) right of use and enjoyment of the property sold in any manner whatsoever. THAT the property hereby sold is free from all sorts or encumbrances, liens, attachments, mortgages, transfers and charges etc. and the same is neither under any acquisition nor subject matter of any dispute with any third person and no litigation in respect of the title of the Seller is pending in any court of law or with any authority.
4. THAT the purchaser(s) shall not keep or store or cause to be stored any articles, things, materials, and goods in landing, lobbies, open spaces and other common passage of the said building and shall not obstruct the ingress and egress of the other occupants of the said residential apartments, parking of personal vehicles shall however, be permitted as per the parking allotment Letter.
5. THAT the land on which the aforesaid residential apartments/Flats including the flat hereby sold stands constructed shall be the common property of the purchaser(s) and the other Flat owner(s)/ purchaser(s) or their transferees, or assignees and legal heirs of the flats, situated on the ground, first and subsequent floors and the purchaser(s) shall get the proportionate right in the land.
6. THAT the purchaser(s) shall keep the flat in good condition so as not to endanger, the safety of the flats on ground, first and subsequent floors, and if at any time by act of God or natural calamity or due to force majeure conditions arises in future and entire building is destroyed and needs complete reconstruction of the multistoried RCC frame and common portion as described here in before then the purchaser(s) agrees to share the cost of site clearance, design and reconstruction of the RCC frame in the same portion as the super area of his/her/their flat bears to the sum total super area of all the apartments existing at the time of the destruction, provide that the cost of the civil works of the apartments hereby resold by the purchaser(s) to the apartment as existed at the time of destruction would be borne by the purchaser(s) of the respective flats. The purchaser(s) of any other floor shall not raise any objection to the reconstruction which may be undertaken through the good offices of the Association, Society of purchaser(s).
7. THAT after handing over the possession of the Flat to the Purchaser(s), till the formation of society, the Vendor / Developer will be maintaining the water main, sewer lines, common passages, lift, stair-case and other common facilities leading to ingress and egress of the flat, the super built-up area of which is hereby sold, and all respective purchaser(s) shall pay to the Vendor / Developer towards such maintenance charges at the rate which will be decided by the Vendor/Developers and after the formation of the society, all purchaser(s) shall pay the maintenance charges to the Residents Welfare Association/ Society.

8. **That** the VENDEE(S) shall be required to pay Common Maintenance and Service Charges as will be fixed by the VENDOR / DEVELOPER or RWA (Residents Welfare Association) and as stipulated in the Agreement signed by the VENDEE(S). The decision of the VENDOR / DEVELOPER or Residents Welfare Association / Society in respect of the maintenance charges will be final and binding on the VENDEE(S). These charges shall be paid at monthly/quarterly/half yearly/annually intervals as decided by the VENDOR / DEVELOPER or RWA (Residents Welfare Association) as the case may be.

If the maintenance charges are not paid by the VENDEE(S) regularly and on / or before its due date, then the VENDEE(S) shall have no right to use such common areas and facilities. In the event of such charges remaining unpaid VENDEE(S) shall pay interest @15% p.a. yearly compounding on the amount of maintenance and service charges or any other dues of the VENDOR / DEVELOPER, Residents Welfare Association (RWA), as in the case may be for a period of delay.

The maintenance charges which shall include inter-alia the following: (a) all other rates, levies, impositions and outgoings that may from time to time be levied against the Said Lands and/or the Said Project including water charges related to common areas (b) outgoing for the maintenance and management of the Said Project, common lights and other outgoings such as collection charges, charges for watchmen, sweepers and other maintenance personnel and maintenance of accounts, incurred in connection with the Said Flat and (c) levy for replacement of the machinery and equipment including but not limited to electric sub-station, HT/LT electricity equipment, panels, DG Sets and allied systems, security and surveillance systems, fire alarm and fire-fighting systems, water filtration, air-conditioning, heating system as the case may be, intercom network, Digital Network (Smart City), for common areas and all other equipment/machines/systems installed and used for common use such as pumping sets, water tank, electric cables.

9. **That** is understood by the Vendee(s) that the internal maintenance of the said flat and also insurance of its components shall always remain the responsibility of the Vendee(s).
10. **That** the Vendor / Developer shall look after the maintenance and upkeep of the common areas and facilities till the same is handed over to the Residents Welfare Association (RWA).of the Said Residential Complex.
11. That the **External Development Charges (EDC)** and **Infrastructure Development Charges (IDC)** and/or any other development charges for the external and infrastructure services if charged by the Government of U.P. through its designated authorities is not included in the Basic Sale Consideration of the Said Unit. The same is charged at actual as intimated by the Vendor / Developer, upon the same being charged by the authorities concerned.

The total sale consideration is escalation-free save and except increases which the Buyer hereby agrees to pay in case there is any additional levy in any form by any Governmental or State authority including but not limited to the increase in levy / charge in respect of External Development, Infrastructure Development, Water, Sewer, Solid Waste Management, Electrical Energy, Registration, Stamp duty, Service Tax / GST, etc, at any stage and for any period in respect of the Said Land / Said Residential Complex (whether levied prospectively or retrospectively). Such additional levy shall be borne and paid by the Buyer on pro rata basis (as per Carpet Area of the Said Unit), on demand by the Vendor / Developer, relevant Government authority as the case may be.

12. **EXTERNAL ELECTRIC AND FIRE FIGHTING EQUIPMENT;** That the basic Sale consideration mentioned above is inclusive of the cost of providing for electric wiring and switches in the Said Unit but does not include anything which is not specifically stated to be so, including but not limited to, generators, service lines and the cost of fittings & fixtures, geysers and fans which shall be got installed by the Purchaser at his/her/their/its own cost.

The Fire Fighting Equipment and Fire Prevention Measures which are required within the residential units and which become necessary on account of any interior decoration/ partition or heat load created by the Purchaser shall be installed by the Buyer at the Purchaser's own cost and the Purchaser will obtain necessary written permission in this regard from the authority/authorities concerned. The fire safety measures in the said residential complex shall be provided as per Fire Safety Code / Regulations existing as on the date of execution of the Said Agreement against which the one time charges are to be paid by the Purchaser(s).

13. THAT the purchaser(s) further agreed to pay the enhanced rate of the maintenance charges as and when the cost of maintenance of the said residential complex will go up and also keeping in the view of the actual cost of maintenance, for which the necessary notice will be given by the Builder/ RWA to the purchaser(s) and on default of the purchaser(s) or failing or neglecting or refusing to make Payments of the said maintenance charges, VENDOR / RWA shall be entitled to recover the same through Court of Law at the cost of the purchaser(s).
14. THAT before transfer of the said property either by purchaser(s) or any of their transferee(s), the purchaser(s) or any of his transferee(s) shall have to obtain the 'No Dues Certificate' from the Vendor / Developer, and also who are maintaining the aforesaid said residential complex regarding the dues of maintenance charges and dues payable thereon, with respect to the said apartment and if the purchaser(s) or any of their transferee(s) transfer the said property without obtaining the said 'No Dues Certificate' from the Vendor / Developer then in that event the new owner or owners of the said Apartment has to pay all the outstanding dues regarding the maintenance charges, house tax, and other charges, which are payable in respect of the said Apartment, to the **Vendor / Developer/ RWA**.
15. THAT the Said Flat hereby sold shall be used by the purchaser(s) for residential purposes and in no case, the purchaser(s) can change the same other than the residential purposes.

16. That the **Vendor / Developer** hereby agrees and assures the purchaser (s) to help and assist the purchaser (s) in getting the Flat transferred/mutated in the relevant records of the Revenue Department and / or any other concerned department and the purchaser (s) shall have full right to get the apartment transferred/mutated in his/her own name from the concerned department on the basis of this sale deed.
17. THAT the Purchaser shall have no right to change the elevation of the Building or to cover the balconies or terrace area of the attached flat in any manner by making temporary or permanent construction or install any kind of instrument on the balconies grills and outer walls of the flat. The Purchaser shall not put up name or sign board, neon sign, publicity or advertisement material, hanging of clothes etc. on the external façade of the Said Building or anywhere on the exterior of the tower or common areas and shall not change the colour scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design.
18. THAT the VENDOR represent that they have absolute authority to transfer the property hereby sold and they have further represented that the said property is free from all sorts of encumbrances, liens, charges, mortgages, attachments etc. but in case the purchaser(s) is deprive of the property hereby conveyed or any part thereof on account of any defect in the title of the VENDOR if the purchaser(s) is put to any loss on this account then the purchaser(s) shall be entitled to recover from the VENDOR its successors, legal representatives and assignees, the whole of the amount of sale consideration of this deed together with bank interest if at any time hereinafter by reason of any defect or omission on the part of the Seller any person or persons make claims in the property hereby conveyed or any part thereof, then Seller hereby agrees to refund the whole amount of sale consideration along with Bank interest to extent of right affected in the said property by any defect or default in the title of the VENDOR.
19. THAT in case any Government dues are outstanding against the Vendor in respect to the Said Apartment hereby sold either to the Government or any bank or anybody whomsoever, the liability and responsibility of the same shall be of the VENDOR and not the purchaser(s).
20. THAT the purchaser(s) shall take his own electric connection from **State Electric supply Board** and will pay for the electricity consumed for its portion to U.P. Power Corporation Ltd. The purchaser(s) shall obtain a "No Objection Certificate" from the VENDOR for this purpose.
21. THAT the purchaser(s) shall pay regularly the Power Backup consumption charges on per unit metered reading basis to the Vendor / Developer/ RWA within 7 days of receipt of the bill. In the event of non – payment of the aforesaid bill will result in disconnection of the Power Back – Up services.
22. THAT the VENDOR shall pay all taxes including House Tax, Water Tax, Property Tax and all other Tax imposed upon the aforesaid flat by any authority or body or Govt. till offer for possession or date of execution of this deed, whichever is earlier and then shall paid all above taxes by purchaser.
23. THAT the vacant possession of the said apartment hereby sold has been delivered by the Vendor to the purchaser(s) with all rights, privileges so far held and enjoyed by the VENDOR to hold and enjoy the same the purchaser(s) free from all sorts of encumbrances.

24. The VENDOR shall be entitled to display signboards at the roof, on the exterior of the building, and common area and use such open, free space for brand promotion etc. The purchaser(s) shall not be entitled to put its hoardings or permit other persons to put their hoardings within/ outside the said building.
25. THAT all the Provisions of Flat Owners Act, which are not contrary to this Deed shall apply in case of any contradiction between this and Provisions of Flat owners act, the clauses of this deed shall apply.
26. THAT except Ownership rights in the said Flat hereby sold, purchaser(s) shall have no claim, right, title or interest of any kind in respect of said flat and roof of the said flat hereby sold. However, the purchaser(s) of the said flat shall have only right to use all common facilities except as herein above provided. The purchaser(s) will be absolute owner(s) of the Flat sold only by virtue of the instant deed and the common areas and all common facilities shall remain undivided. The purchaser(s) shall have no claim against the Vendor / Developer in respect of any item of work, material and installations etc., in the said flat hereby sold.
27. That save and except the said Flat as is purchased by the purchaser(s), the purchaser(s) shall have no claim or right of any nature or kind whatsoever in the open land and / or the building subject nevertheless that the purchaser(s) shall have limited right to use the common portions with the other occupiers of the flats and the building as per the conditions imposed by Vendor or Residents Welfare Association (RWA).
28. That this Sale Deed is the only conveyance or the document conferring the title in respect of the said Flat to the Purchaser (s) and thus, the same supersedes any other agreement or arrangement except the said agreement whether written or oral with respect to the title of the Said Flat, if any, between the Parties and variation in any of the terms hereof, except under the signatures of the authorized signatory of the VENDOR after the date of registration of this Sale Deed.
29. **INDEMNIFICATION:** That the purchaser(s) hereby indemnifies and agrees to keep the VENDOR indemnified and harmless against any loss, damage or claim of any nature, whatsoever, which the VENDOR may suffer as a result of any non-payment, arrears of statutory dues, taxes, levies and / or any other such charges payable by the purchaser(s) in respect of the said Flat from the date of execution of this Deed.
30. **NOTICE:** That all letters, circulars, receipts and / or notices issued by VENDOR dispatched by registered AD post or hand delivery duly acknowledged or courier to the address of the purchaser(s) given herein above will be sufficient proof of the receipt of the same by the purchaser(s) and shall completely and effectually discharge the VENDOR in respect of the same.
31. THAT the entire expenses for execution and registration of this deed and typing charges, registration fees and other miscellaneous expenses shall be exclusively borne by the purchaser(s) and the stamp duty has been paid by purchaser(s) to this deed.
32. **GOVERNING LAW:** That the rights and obligations of the parties under or arising out of this Deed shall be construed and enforced in accordance with the laws of India for the time being in force.



33. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THIS DEED:** Whenever in this sale deed it is stipulated that the VENDEE has to make any payment, in common with other VENDEE(S) in this project, the same shall be the proportion which the carpet area bears to the total carpet area of all the apartment in the project.
34. **JURISDICTION:** That, the Courts of Uttar Pradesh, at **Gorakhpur** bench or courts subordinate to it alone shall have jurisdiction in all matters arising out from this deed/transaction.
35. **DISPUTE RESOLUTION:** Any dispute, difference, controversy or claim (Dispute) arising between the parties out of or in relation to or in connection with this Deed, of the breach, termination, effect, validity, interpretation or application of this Deed or as to their rights, duties or liabilities there under, or as to any act, matter or thing arising out of, consequent to or in connection with this Deed, shall be settled by the parties by mutual negotiations and agreement. If, for any reason, such dispute cannot be resolved amicably by the parties, the same shall then be referred to and settled by way of arbitration proceedings in accordance with the Arbitration and Conciliation Act, 1996 or any subsequent enactment or amendment thereto (the Arbitration Act). The Promoter shall appoint the Sole Arbitrator and decision of the Arbitrator shall be final and binding upon the parties. The venue of arbitration proceedings shall be Gorakhpur. The language of the arbitration and the award shall be English. The cost of arbitrators appointed and other cost of arbitration shall be borne by the parties in equal proportions.
36. **That** the VENDEE(S) has/have borne and paid all expenses for the completion of this Deed including the Stamp Duty, Registration and other incidental charges. This Sale /Conveyance Deed in respect of the transaction involved herein, is values for the purpose of Stamp Duty as per circle rate **Rs ...../- (Rupees ..... only)** and consideration value is Including Taxes **Rs. ..../- (In words.....)** **Only** The consideration value is more than valuation so stamp duty is imposed on consideration value in terms of the Indian Stamp Act, 1899. Any deficiency in the Stamp Duty as may be determined by the Sub-Registrar or any other competent authority along with penalty or deficiency in stamp duty as may be levied in respect of the Said Flat shall be borne and paid by the VENDEE(S) exclusively and the VENDOR / DEVELOPER accepts no responsibility in this regard. One purchaser is male and other female, equal share of each purchaser in said flat so discount provided to stamp duty for female share.

**PAYMENT SHEDULE**

Sr. No.	Amount (Rs.)	Cheque/ RTGS No.	Bank	Date
1.				
2.				
3.				
4.		1% Consideration For TDS On BSP		
<u>Total. Rs. ..../- (Rupees . In words .....Only)</u>				

**FIRST SCHEDULE**

ALL THAT piece or parcel land thereunto belonging and appertaining thereto admeasuring 6888.60 sq.m.of project “ELITE” as per approved map no. GKDA/BP/23-24/1883 dated 22/07/2024 be the same a little more or less, situated lying at and being premise bearing Aarazi Nos. 619 MI and others of revenue village Mauza Lacchipur, Tappa & Pargana Haveli Tehsil Sadar, District Gorakhpur.

**EAST : XXXXXXXX**  
**WEST : XXXXXXXX**  
**NORTH: XXXXXXXX**  
**SOUTH: XXXXXXXX**

**SECOND SCHEDULE**

ALL THAT piece and parcel of Residential Tower “X” Flat No. XXXX admeasuring Carpet Area (XXX.XX Sq.M.) in the said Residential Complex known as Elite Heights situated at Mauza Lacchipur, Tappa & Pargana- Haveli Tehsil Sadar, District-Gorakhpur (U.P.) Together with right to park (as per parking allotment letter) one medium size motor car in such place of Parking, bounded as below:

**EAST :** .....  
**WEST :** .....  
**NORTH:** .....  
**SOUTH:** .....

**IN WITNESS WHEREOF** the parties hereto have set and subscribed their respective hands and seal on the day, month and year written herein above.

**VENDOR / DEVELOPER**  
**For M/S. XXXXX XXXXXXXX**

**VENDEE**

(Authorised Signatory)

**WITNESSES**

1.....

2.....

Drafted & Typed by

Date X.X.XXX

### CONVEYANCE DEED / SALE DEED (Commerical)

Type of Deed : Conveyance Deed/ Sale Deed  
Location : Rajendra Nagar, Gorakhpur, U. P.  
Situated at : Mauza Lacchipur, Tappa & Pargana Haveli,  
Tehsil Sadar District Gorakhpur, U.P  
Type of Property : Commercial Premises/Shop  
Standard of Measurement : Square Meters (Sq.M)  
Tower Name : Elite  
Floor : XXXXXXXX  
Carpet Area : XXXX Sqft (XXXX SqMtr.)  
Covered Area : XXXX Sqft (XXXX SqMtr.)  
Consideration Amount : Rs XXXXXXXXXX/-  
Details of circle Rate: -

Part 3(K)

Sr. NO. 10

@xxxxxxxxx/- SqMtr

Valuation : Rs. ....../-

Total Stamp Duty : Rs. ....../-

E-Stamp : Rs. ....../-

Seller : **AGRASEN REALTORS & DEVELOPERS PRIVATE LIMITED**  
Seller's PAN : **AAJCA6474C**  
Seller's Mob No : **9795158881**

Purchaser : XXXXXXXXXXXX

Purchaser 1's PAN :XXXXXXXXXXXX

Purchaser's Mob No : .....

This Deed of Conveyance / Sale is made and executed at XXXXXXXXX. on this XX th day of XXXXXXXX, XXXX

BY

**AGRASEN REALTORS & DEVELOPERS PRIVATE LIMITED** a company incorporated and existing under the provisions of the companies Act,1956 having its registered office at WZ-106/136, Basement, Rajouri Garden Foundation School, New Delhi - 110027 through its Director **Mr. Vikas Kejriwal (Aadhar No. 729743085008) S/O Mr. Shyam Sundar Kejriwal resident at 507, Saraf Residency, Betiahata, Sadar, Gorakhpur (UP) - 273001**, hereinafter referred to as the "VENDOR / OWNER", (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, authorized representatives, executors, attorneys and assigns and all those claiming through it) of the **FIRST PART**.

**IN FAVOUR OF**

**Mrs. XXXXXXXXX (Pan No XXXXXXXXX)(Aadhar no XXXXXXXXX** referred to as the "VENDEE(S)" (which expression shall unless excluded or repugnant to the context, be deemed to mean and include his/her/their legal heirs, successors, authorized representatives, administrators, executors and assigns) of the **SECOND PART**.

WHEREAS Mr. **MOHD RARIQ SAYEED, MAHBOOB SAYEED, ASIF SAYEED S/o HAMID ALI** residence of QAZIPUR KHURD district Gorakhpur, Uttar-Pradesh are the absolute and lawful owners of Araj/Gata/Khasra No. 619MI, Others admeasuring 6888.6012 Sq MTR. situated at Mauza Lacchipur, Tappa & Pargana Haveli, Tehsil Sadar District Gorakhpur, U.P executed builders agreement in favour of VENDOR / OWNER through vide deeds dated 08/02/2023 registered as App No. 202300950004424 Bahi No. 1 Zild No. 19339 Page 191-224 Sr. 1629 at the Sub-Registrar I Gorakhpur

AND WHEREAS the land more or less more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written and wherever the context so permits or intends shall include the Plot thereon which acquired by VENDOR/DEVELOPER through above deed(s) and the VENDOR/DEVELOPER well and sufficiently entitled to construct building in pieces or parcels of said land and also **Gorakhpur Development Authority, Gorakhpur** approved the layout plan for said building through **Approval No. GKDA/BP/23-24/1883 dated 22/07/2024**.

**AND WHEREAS** the VENDOR/DEVELOPER has registered the said project under the provision of Act with the real estate regulatory authority at Uttar Pradesh under registration no. **XXXXXXXXXXXXXXXXXX**.

**AND WHEREAS** the said building situated in **Mauza Lacchipur, Tappa & Pargana Haveli, Tehsil Sadar District Gorakhpur, U.P** and is developing a commercial Shopping Complex named "Elite Square" on part of the Said Lands (hereinafter called 'Elite Square' / "the Said Project" "Elite") after securing necessary approvals from development authority.

AND WHEREAS the VENDOR / DEVELOPER has been owned the share of the building through said developer/Builders agreement and VENDOR / DEVELOPER selling commercial premises of the Said Project to its prospective purchasers.

AND WHEREAS the VENDOR vide an **Agreement/allotment dated XX/XX/XXXX** (hereinafter the "Said Agreement/allotment letter") agreed to transfer, sell, and convey to the VENDEE(S) and the VENDEE(S) agreed to purchase a Commercial premises bearing **Shop No. XX XXXX** Floor measuring carpet area **XX.XX Sq.Mtr.** and covered area **XX.XX Sq.Mtr.** in the Said Project (more particularly described in Second Schedule hereunder) (hereinafter referred to as the "Said Shop") for a **total consideration of Rs.XXXXXXXXXX/- (Rupees IN WORDS)** on the terms and conditions agreed upon by and between the VENDOR and the VENDEE(S), contained in the Said Agreement/ Allotment letter.

**AND WHEREAS** before the execution of these presents, the Purchaser has examined and fully satisfied himself as to the purchaser has examined and got himself fully satisfied about the title of the Vendors to the said Unit and the said share in the said premises and accepted the same. The Purchaser has also accepted such title to be free from all encumbrances whatsoever and agrees and covenants not to raise any objection with regard thereto or make any requisition in connection therewith.

AND WHEREAS before the execution of these presents, the Purchaser has examined and fully satisfied himself as to The Purchaser has also inspected the layout Permit sanctioned by the Gorakhpur Development Authority in respect of the **Elite** and the said Shop and also satisfied himself about the purpose, nature of use and area of the said Unit and agrees and covenants not to raise any objection or dispute with regard thereto.

**AND WHEREAS** before the execution of these presents, the Purchaser has examined and fully satisfied himself about all the permissions and licenses issued by the concerned authorities, at the said premises and also acquainted himself and accepted and agree to comply with the norms, conditions, rules and regulations with regard to the use and enjoyment thereof as well as of water, electricity, drainage, sewerage, firefighting etc.

AND WHEREAS the completion certificate not yet received by competent authority while construction has been completed and Sale Deed executed on Vendee's demand but Vendor assure for completed the formalities of completion certificate.

AND WHEREAS the VENDEE(S) has seen the sanctions and approvals of the Said Project and has satisfied himself / herself about all aspects of the Project and the VENDOR / DEVELOPER's title and authority to sell and transfer the Said Shop.

AND WHEREAS the VENDEE(S) has agreed to bear all expenses for the execution of the Conveyance Deed of the Said Shop including cost of Stamp Duty, registration and incidental charges.

**NOW THIS SALE DEED WITNESSETH AS UNDER:-**

1. a. That the said unit is on the Upper Ground floor (UGF) of the multi-storeyed building known as "**Elite Square**" the carpet area is **XX.XX Sq. Mtr.**
  - b. **That** the VENDEE(S) has/have borne and paid all expenses for the completion of this Deed including the Stamp Duty, Registration and other incidental charges. This Sale / Conveyance Deed in respect of the transaction involved herein, is values for the purpose of Stamp Duty as per circle rate **Rs ...../- (Rupees ..... Only)** and consideration value is Including Taxes Rs. **XXXXXXXX/- (Rupees In words)**) The consideration value is more than valuation so stamp duty is imposed on consideration value in terms of the Indian Stamp Act, 1899. Any deficiency in the Stamp Duty as may be determined by the Sub-Registrar or any other competent authority along with penalty or deficiency in stamp duty as may be levied in respect of the Said Flat shall be borne and paid by the VENDEE(S) exclusively and the VENDOR / DEVELOPER accepts no responsibility in this regard.
2. **That** the seller hereby grant, convey, transfer and assure the Purchaser by way of sale all the rights in respect of the Unit as mentioned in **First Schedule** along with the proportionate right including all rights of easement and appurtenances attached thereto; TO HOLD and possess the same unto and use and enjoy the same as absolute owner thereof free from all encumbrances whatsoever in the project for a sale consideration as mentioned above and more specifically delineated in the attached map with this Sale Deed and right of using common area and common facilities as described **Third Schedule** attached herewith [Hereinafter shall referred to as the "said Unit"] upon the terms and conditions set out hereunder, as mutually agreed by and between the Parties hereto.
3. **That** in consideration of a sum of **Rs.....)** paid by the Purchaser to the Seller through ..... **drawn on .....**and in compliance of agreement to Sell entered earlier between the parties dated ..... and the Seller do hereby sell, transfer and convey unto in favour of the Purchaser the said Unit along with limited right to use common area and common services (which are more specifically described in this sale deed) in common with other Purchasers and occupiers of the said project/ building. The Purchaser shall not be entitled to claim partition or subdivision of common area and common services.
4. **That** the purchaser has examined and verified all the original documents of land title and other original relevant papers/documents/ approved maps/letters issued from Gorakhpur Development Authority, till the date and has received Photostat copies of all said documents etc. and has fully acquainted himself about the title and quality of construction, building plans, rights of the seller/owner, as per documents and all other aspects in respect of the aforesaid building.
5. **That** if any person claims through the seller any right or privileges in respect of the property mentioned above, it shall be rendered illegal and void by virtue of the present sale deed and if the Purchasers is deprived of the said property or any portion

of the property mentioned above or any proprietary right therein by reason of any defect in the title, the seller undertakes to indemnify the Purchasers to the extent of such loss or losses as the case may be.

6. **That** the common facility area shall neither be claimed for exclusive use nor obstructed by the Purchasers.
7. **That** the Purchasers shall not make any addition or alteration, however internal temporary partition may be affected and that too without causing damage to the other parts of the building.
8. **That** the purchasers shall also not obstruct the common doors/passages; etc.
9. **That** the common passage, stairs, space and areas shall be used and remain common between and amongst all the owners of the building without any rights to block any part. The four walls and the ceiling of the unit hereby sold shall be kept and maintained by the purchasers intact.
10. That the common walls of the unit hereby sold shall be shared equally by owners of adjoining unit.
11. That the building shall always be known by the name of "**Elite Square**" and the said name shall never be changed or modified in any way.
12. That the purchasers hereby undertakes to pay all proportionate local property taxes such as House tax, water tax, sewer tax etc. till separate number is allotted by the local body i.e. Municipal Corporation/Nagar Nigam and thereafter shall pay and discharge in time, all such taxes imposed and/are to be imposed by the local authorities and shall also pay and discharge regularly the entire electricity dues to the Builder/Seller/Promoter or any other authority as the case may be but entire taxes and all types of liabilities of the property in question before the possession of the shop will be payable by the seller and after the date of registration of this deed shall be liabilities of the purchasers.
13. That the purchasers shall be entitled to sell, mortgage or assign the unit hereby purchased as absolute owner thereof and seller shall have no objection to it.
14. That the purchasers may put his signage/sign board within the area purchased. However the seller may permit any additional space for said purpose on the cost being paid by the purchasers as may be agreed between parties at that time.
15. That similarly no A.C. outdoor units/exhaust etc. shall be placed in the common area except with permission of seller in writing.
16. That the purchaser shall pay the service connection line charges to the seller for obtaining electric supply for the area purchased at such rates as the seller may demand while providing the electrical facility as per the Uttar Pradesh Power Corporation Limited norms in addition to regular consumption charges. If the required consumption charges are not paid then the seller/Builder/Society shall have the right to terminate the supply forthwith. (If applicable to promoter).



17. Common area and Common facilities will be run & managed by the Maintenance society will also do the regular preventive upkeep and maintenance of Common area(s) and service(s) of the building and of open space in the Building.
18. That it is hereby agreed that the purchaser shall be obliged to comply with the rules and regulation as framed by Seller/ society in the manner provided herein. It is hereby expressly agreed that open space, parking lots - whether in the basement or open or stilt and all common area shall remain in the supervision and control of Seller/ society.
19. That the Purchaser shall pay the maintenance charges in terms of the Maintenance Agreement to such agency, which will be recurring charges throughout, effective from the date of intimation of possession of unit. The Purchaser shall execute the Maintenance Agreement with the Maintenance society before taking over the possession, which shall form part and parcel of this Sale Deed.
20. In case of default in payment of the aforesaid charges, the Maintenance society or its nominee shall be entitled to discontinue/disconnect the services to the said Unit apart from the right to recover the charges as first charge with minimum interest rate as decided by builder time to time from the Purchaser and/or from the occupier of the said Unit through the process defined as per law.

**21. That the Purchaser shall :**

- a) take No Objection Certificate while selling/leasing out his Unit to the subsequent Purchaser/ lessee. After only getting a NOC from the "seller" and/or the Maintenance society, the "Purchaser" shall proceed for the further sell/leasing of the said Unit.
  - b) while selling/leasing out his Unit will apprise the subsequent Purchaser/ lessee about the monthly Maintenance charges to be paid to Maintenance society regularly. It will be a responsibility of the lesser (Unit owner) to provide the copy of sale deed/ lease deed to the Seller/ Maintenance society within a period of 15 days from the date of execution of lease /sale deed.
22. If due to non-payment of maintenance charges some hardship in facilities is faced by the Purchaser, the seller shall not be responsible in any such cases.
  23. In case of failure of Purchaser/ lessee to pay maintenance charges, the facilities to the purchaser will be discontinued & the accrued amount of maintenance charges will be the responsibility of the Purchaser/lessee which shall be recoverable from the Purchaser jointly or severally.
  24. Nothing contained in this deed shall be construed so as to confer upon the Purchaser any right whatsoever in respect of the said Unit and/ or the said building and/or on the additional FAR on the said land or the building and the rights of the Purchaser shall be limited to the said Unit hereby agreed to be sold. Accordingly, the seller shall have the exclusive authority and right to commercially exploit the additional FAR, subject to the approval of the concerned authorities by making additional construction or otherwise. The open space, common area, display sign board etc. placed by Maintenance association will remain in control and supervision of Seller/ Maintenance association and shall be maintained by Seller/ Maintenance association as the case may be.

25. It is hereby expressly agreed that the seller shall always be entitled to sell all the Units in the said building on the said land for the use as may be permitted by the concerned authorities and/or for any other use that may be permitted by the said Authorities and the Purchaser thereof shall be entitled to use the Unit purchased by them only according to use specified by this deed and similarly the Purchaser shall not object to the use of various Units of the said building for the purpose earmarked by the Seller.
26. That it is specifically agreed between the parties that any tax/financial liability if imposed by Govt./any statutory authority in respect of subject matter of this sale deed, shall be payable by the purchasers.
27. That the Seller hereby agrees and assures the Purchaser to help and assist the Purchaser in the getting the Unit transferred/mutated in the relevant records of the Revenue Department and any other concerned department and/or the Purchaser shall have full right to get the Unit transferred/mutated in his/her own name from the concerned department on the basis of this sale deed.
28. That the Purchaser himself with the stipulation to bind all person into whose hands the said Unit may be given by him/her or may come do hereby covenant with the seller as follows:-
- 1) To maintain the said Unit at his own cost in good and tenantable state of repair and condition from the date of delivery of possession of the said Unit and shall not do or suffer anything to be done in or to the said building or any part thereof in contravention of the rules/regulations/bye-laws or change/alter or make additions in or to the said building and/or to the said Unit or any part thereof.
  - 2) That the Purchasers shall not use the part so purchased for any business related with, explosives, petroleum, gambling house, lodging house, offensive, obnoxious, immoral or for any illegal purpose or any such business which could cause nuisance including nuisance of noise or objectionable to the neighbours on account of nuisance or breach of peace in this respect all the rules and regulation enforced by the Government shall always be observed by the Purchasers.
  - 3) That the purchaser shall neither throw nor allow to accumulate any dirt, rubbish, rag or other refuse in the compound lobby or in any other portion of the building.
  - 4) To bear and pay all local taxes, lease money, water charges, insurance and such other levies, if any, which are imposed or increased by the Development Authority/Municipal corporation Nagar Nigam, and/or Government and/or public authority from time to time imposed on the said Unit from the date of execution of this Deed.
  - 5) That the Purchaser shall allow the maintenance society surveyors and maintenance agency or their agents with or without workmen and others at all reasonable times to enter into and upon the said Unit or any part thereof for the purpose of making, maintaining, repairing, improving, replacing, re-building, cleaning, lighting and keeping in order and good condition the said infrastructural facilities as also Services, Drains, Pipes, Cables, Water Connections, Electric Connection, Wires, part of structures and other Conveniences belonging to or

serving the said Unit of the building in which the said Unit are located and for the purpose of laying down, maintaining repairing and testing Drainage Lines, Water Pipes and Electric Wires etc. and for all bonafide similar and other matters and purposes.

- 6) That the Purchaser hereby agree to sign and execute all papers and documents and do all other things as the seller may require from him to do and execute from time to time for effectively enforcing this deed and/or for safeguarding the interest of the seller and of all persons acquiring the remaining Units in the said buildings.
  - 7) That the Purchaser shall, abide by all the bye-laws/rules/regulations of the Government Development Authority/Municipal CorporationNagar Nigam and other Competent Authorities and shall attend to, answer and be responsible for all actions and violations of any of the conditions or rules or bye-laws.
29. INDEMNIFICATION: That the Purchaser hereby indemnifies and agrees to keep the seller indemnified and harmless against any loss, damage or claim of any nature, whatsoever, which the seller may suffer as a result of any non-payment, arrears of statutory dues, taxes, levies and / or any other such charges payable by the Purchaser in respect of the said Unit from the date of execution of this Deed.
30. NUISANCE: That the Purchaser shall not do or permit to be done or cause to be done any act or thing which may or is likely to cause nuisance or annoyance to users and occupiers of the other Units in the said building.
31. NOTICE: That all letters, circulars, receipts and/ or notices issued by seller dispatched by registered AD post or hand delivery duly acknowledged or courier to the address of the Purchaser given herein above will be sufficient proof of the receipt of the same by the Purchaser and shall completely and effectually discharge the seller in respect of the same.
32. STAMP DUTY, REGISTRATION, etc.: That all costs, charges and expenses in connection with preparing, engrossing, stamping and registering this Deeds of Conveyances/Transfers and / or any other documents required to be executed in pursuance of this deed, the stamp and registration charges in respect of such documents transferring the said Unit in favour of the said Purchaser of the Sale Deed in respect of the said Unit, has been borne and paid by the Purchaser separately in addition to the Sale Consideration.
33. TAXES: That from the date of possession the Purchaser will be responsible for payment of all type of municipal taxes, house taxes, land and building tax, service tax or any other tax, fees, rates, charges etc. levied by any local authority, State or Central Government. That any incidence of the GST, Service Tax, Local Sales Tax, etc. if any being attracted on this Sale Deed, the same shall be borne and paid by the Purchaser. The Purchaser Shall be solely responsible for all taxes in relation to this transaction of sale under this SALE DEED.

34. USE: That to avoid any inconvenience to the other purchasers of the building. Purchaser will not be allowed to use the said Unit other than the specified uses and the Purchaser or any person on his behalf will not carry any obnoxious, noisy, otherwise illegal, immoral activity in the said Unit. At the time of approval of plans of the building Gorakhpur Development Authority, Gorakhpur has specifically approved parking etc.
35. That the entire open space of the building, and any vacant portion of the Land shall always remain in exclusive possession and control of the seller and the seller alone shall be entitled to use or regulate the use of the said open space or vacant portion of the Land or cause any development thereof in such manner as they may decide from time to time at their sole discretion.
36. GOVERNING LAW: That the rights and obligations of the parties under or arising out of this Deed shall be construed and enforced in accordance with the laws of India for the time being in force.
37. JURISDICTION: That, the Courts at Gorakhpur alone shall have jurisdiction in all matters arising out of touching and/or concerning this transaction.
38. **DISPUTE RESOLUTION:** Any dispute, difference, controversy or claim ("Dispute") arising between the parties out of or in relation to or in connection with this Deed, of the breach, termination, effect, validity, interpretation or application of this Deed or as to their rights, duties or liabilities there under, or as to any act, matter or thing arising out of, consequent to or in connection with this Deed, shall be settled by the parties by mutual negotiations and Deed. If, for any reason, such dispute cannot be resolved amicably by the parties, the same shall then be referred to and settled by way of arbitration proceedings in accordance with the Arbitration and Conciliation Act, 1996 or any subsequent enactment or amendment thereto (the "Arbitration Act"). The Promoter shall appoint the Sole Arbitrator and decision of the Arbitrator shall be final and binding upon the parties. The venue of arbitration proceedings shall be at Gorakhpur. The language of the arbitration and the award shall be English. The cost of arbitrators appointed and other cost of arbitration shall be borne by the parties in equal proportions.

IN WITNESS WHEREOF we the above-named seller and purchaser have put our respective hands and thumb impressions to these presents on the date, month and year mentioned first above.

### **PAYMENT SCHEDULE**

Sr. No.	Amount (Rs.)	UPI/NEFT/RTGS	Bank	Date
1.	XXXXXXXX	XXXXXXXXXXXXX	XXXXXXX	XX/XX/XXXX

2.				
3.				
4.				
5.		Consideration Amount TDS		
Total- Rs. In Words				

### **FIRST SCHEDULE**

ALL THAT piece or parcel land there into belonging and appertaining thereto admeasuring XXXX.XX sq.m. Project “**ELITE** ” as per approved map no. GKDA/BP/23-24/1883 dated 22/07/2024 be the same a little more or less, situated lying at and being premise bearing Khasra No619 MI situated at Mauza Lacchipur, Tappa & Pargana Haveli, Tehsil Sadar District Gorakhpur, U.P .

**EAST : Sonauli Road**

**WEST : Other lands**

**NORTH: Chandra petrol pump**

**SOUTH: Other lands**

### **SECOND SCHEDULE**

ALL THAT piece and parcel of land admeasuring Carpet Area (XX.XX Sq.M.) in the said Commercial Complex known as “**ELITE** ” PROJECT situated at Mauza Lacchipur, Tappa & Pargana Haveli, Tehsil Sadar District Gorakhpur, U.P .

**EAST :XXXX**

**WEST :XXXX**

**NORTH :XXXX**

**SOUTH :XXXX**

### **THIRD SCHEDULE**

#### **AGRASEN REALTORS & DEVELOPERS PVT LTD** **“Rajender Nagar Commercial” SPECIFICATION OF “Elite Square”**

- 1) Common Area of building fully finished with Tile.
- 2) Shop will be delivered without Tile & Wiring as same will be done by the shop owner as per their need of business.
- 3) Pop & Paint of shop & interior will be done by shop owner according to finishing they want as per Business Requirement.
- 4) Front Fascade, Paint will be completed by builder.
- 5) Electric Transformer will be completed by builder.
- 6) Parking Area & Common Area will be completed by builder..
- 7) Electric cabling up to shop will be sanctioned by electrical department as per need of business by shop owners & as per their application to them and will be completed by shop owner.
- 8) Water supply and drainage system will be completed by builder..
- 9) Lift will be installed by builder.

**SIGNED SEALED AND DELIVERED IN PRESENCE OF WITNESSES:**

This Sale Deed presented in office of Sub Registrar for registration by Shubham Verma on behalf of seller in legal capacity of authenticated power of attorney holder of **VIKAS KEJRIWAL** through deed dated ....., Bahi NO. ...., Khand ....., Page ..... to ....., Serial No..... registered in Office of Sub Registrar II Gorakhpur.

Signatory of .....

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seal on the day, month and year written herein above.

**VENDOR / DEVELOPER**

**VENDEE**

**For M/S. AGRASEN REALTORS & DEVELOPERS PRIVATE LIMITED**

**(Authorised Signatory)**

**WITNESSES:-**

**1** .....

**2** .....