

DEED OF CONVEYANCE AND SALE

THIS DEED OF CONVEYANCE AND SALE (hereinafter referred to as the "**Deed**") is made and executed at **Baghpat**, Uttar Pradesh on this _____ day of _____, **202**.

PARTIES

BY AND BETWEEN

GOPI PICTURES LIMITED LIABILITY PARTNERSHIP, a Limited Liability Partnership duly incorporated under the Limited Liability Partnership Act, 2008 with LLP Registration Number ACL-7695, having its registered office at [Address], through its authorized partner/representative [NAME] (Aadhaar No. [•]) duly authorized vide Board Resolution dated _____, hereinafter referred to as the "**FIRST PARTY / SELLER**" (which expression shall unless contrary to the context thereof include its successors-in-interest, legal representatives, and permitted assigns);

AND

[FOR INDIVIDUALS/JOINT OWNERS]

1. [NAME] (Father's Name: [•]), PAN: [•], Aadhaar No. [•]), resident of [Address], and
2. [NAME] (if applicable) (Father's Name: [•]), PAN: [•], Aadhaar No. [•]), resident of [Address],

(hereinafter jointly and severally referred to as the "**PURCHASER / SECOND PARTY**", which expression shall unless repugnant to the context include their respective heirs, legal representatives, executors, administrators, successors-in-interest and permitted assigns)

OR

[FOR COMPANY/ENTITY]

[COMPANY NAME], a Company incorporated under the Companies Act, 2013, having CIN No. [•], with registered office at [Address], through its [Authorized Officer Title] [NAME] (Aadhaar No. [•]), duly authorized vide Board Resolution dated _____, hereinafter referred to as the "**PURCHASER / SECOND PARTY**"

(which expression shall unless repugnant to the context include its successors-in-interest, legal representatives, and permitted assigns).

The **FIRST PARTY** and **SECOND PARTY** shall hereinafter be collectively referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS the **FIRST PARTY** is a Limited Liability Partnership engaged in the business of real estate development and is the promoter of a commercial real estate project;

AND WHEREAS the **FIRST PARTY** has obtained valid legal title and is the registered proprietor of land known as Khasra Nos. 2852 and 2854, situated in Moza Khekra, Nagar Palika Parishad Khekra, District Baghpat, Uttar Pradesh (hereinafter referred to as the "Said Land"), measuring approximately 1580.93 square meters;

AND WHEREAS the **FIRST PARTY** has developed a commercial real estate project on the **Said Land** under the name and style of "**MAGNATE PLAZA**" comprising of shops, stores, offices, and other commercial units along with common areas, facilities, parking spaces, and other amenities (hereinafter referred to as the "**Project**");

AND WHEREAS the Project has been approved by the Baghpat Baraut-Khekra Development Authority (BBKDA) vide Sanction Letter No. BBKDA/BP/23-24/0026 dated 14.12.2023, with original permit valid up to 14.02.2029;

AND WHEREAS the Project has been duly registered with the Uttar Pradesh Real Estate Regulatory Authority (UP RERA) vide Registration Certificate Number [•] dated [•] under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the "RERA Act");

AND WHEREAS the Competent Authority has granted Completion Certificate / Occupation Certificate vide letter number [•] dated [•] in respect of the Project / Unit;

AND WHEREAS the **SECOND PARTY** has applied to the **FIRST PARTY** for the purchase of a commercial unit bearing number [UNIT NO.] on the [FLOOR] Floor (hereinafter referred to as the "Said Unit") with carpet area measuring [•] square meters (or [•] square feet) as per RERA definition, and super built-up area measuring [•] square meters (or [•] square feet), along with [NUMBER] car parking space(s) and undivided

proportionate share in the common areas and facilities of the Project (hereinafter collectively referred to as the "Said Property");

AND WHEREAS the **SECOND PARTY** has paid to the **FIRST PARTY** the total sale consideration of Rs. _____/- (Rupees _____ only), as more particularly described in the Payment Schedule annexed hereto as Schedule-A;

AND WHEREAS the **FIRST PARTY** and **SECOND PARTY** have entered into an Agreement to Sell dated [•] (hereinafter referred to as the "Agreement") for the purchase and sale of the Said Property, and the **SECOND PARTY** has complied with all the terms and conditions specified in the Agreement;

AND WHEREAS the **FIRST PARTY** has obtained all necessary approvals, sanctions, licenses, and clearances from the Competent Authorities and has discharged all outstanding dues, taxes, levies, and liabilities related to the Said Land and Project;

AND WHEREAS the **SECOND PARTY** has satisfied himself/herself/themselves regarding the title, ownership rights, and legal position of the Said Property through his/her/their own investigation and due diligence;

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. TRANSFER OF PROPERTY

1.1 In pursuance of the Agreement and in consideration of the total sale consideration of Rs. _____/- (Rupees _____ only), the receipt of which the **FIRST PARTY** hereby acknowledges and admits, the **FIRST PARTY** doth hereby **SELL, CONVEY, TRANSFER, ASSIGN and MAKE OVER** unto the **SECOND PARTY**, all the right, title, interest, claim, and demand whatsoever of the **FIRST PARTY** in and over the Said Property, as more particularly described in Schedule-B hereto, **TO HAVE AND TO HOLD** the same to the **SECOND PARTY** as absolute owner thereof forever, free from all encumbrances, liens, charges, mortgages, and claims of whatsoever nature.

1.2 The **SECOND PARTY** shall have the exclusive right to possession, enjoyment, occupation, and use of the Said Unit and the appurtenances thereto, including:

- (a) Exclusive built-up/carpet area of the Said Unit;
- (b) Undivided proportionate share in the common areas and facilities of the Project, including passages, corridors, staircase, lifts, foyer, entrance/exit, parking areas, and other common spaces;

- (c) Exclusive right to use [NUMBER] car parking space(s) as allocated by the FIRST PARTY;
- (d) All easements, rights, utilities, and services attached to or appurtenant to the Said Property.

1.3 The SECOND PARTY shall have the rights to use the common areas and facilities in harmony with other owners/occupants of the Project without causing any hindrance or inconvenience.

2. PROPERTY DESCRIPTION AND IDENTIFICATION

2.1 The Said Property is more particularly described in Schedule-B annexed hereto, which contains the following details:

- (a) Location and Address of the Project
- (b) Unit Number and Floor Details
- (c) Carpet Area (As per RERA definition)
- (d) Super Built-up Area
- (e) Car Parking Details
- (f) Building Plan Reference and Sanction Letter Details
- (g) Floor Plan and Site Plan References

2.2 The FIRST PARTY confirms that the Said Property has been constructed strictly in accordance with the approved plans, building bye-laws, and sanctioned drawings as approved by the Baghpat Baraut-Khekra Development Authority (BBKDA) and RERA Registration details.

3. TITLE AND OWNERSHIP COVENANT

3.1 The FIRST PARTY hereby covenants and warrants that:

- (a) The FIRST PARTY is the absolute and sole owner of the Said Land and Said Property with full legal right, title, and authority to sell, convey, and transfer the same;
- (b) The FIRST PARTY has a clear, unmarked, and unencumbered title to the Said Property;

- (c) The FIRST PARTY has obtained all necessary approvals, sanctions, and clearances from the Competent Authorities for the development and sale of the Said Property;
- (d) The Said Property is free from all charges, mortgages, liens, encumbrances, and legal claims of whatsoever nature;
- (e) The FIRST PARTY has paid all outstanding dues, property taxes, municipal taxes, and other levies payable to the Competent Authority up to the date of this Deed;
- (f) The FIRST PARTY shall defend, indemnify, and hold harmless the SECOND PARTY against any third-party claims relating to the Said Property.

3.2 The SECOND PARTY shall be entitled to obtain mutation of name in all public records, including with the Nagar Palika Parishad Khekra, local bodies, and obtain all necessary documents in the name of the SECOND PARTY.

4. FINANCIAL ADJUSTMENT AND TAXES

4.1 The FIRST PARTY confirms that the total sale consideration as specified in Schedule-A includes:

- (a) Base price of the Said Unit
- (b) Goods and Services Tax (GST) as applicable
- (c) Development charges, infrastructure charges, and other levies
- (d) Land premium and lease rent payable to the BBKDA
- (e) All statutory charges and fees up to the date of handing over possession

4.2 The FIRST PARTY shall bear and pay all outstanding property taxes, municipal taxes, utility charges, and other dues related to the Said Land and Project up to the date of this Deed.

4.3 The SECOND PARTY shall be liable for all property taxes, municipal taxes, and other statutory charges applicable to the Said Property from the date of registration of this Deed onwards.

4.4 All stamp duty, registration fees, and other charges incurred in the registration of this Deed shall be borne by the SECOND PARTY.

5. OUTSTANDING LIABILITIES

5.1 The FIRST PARTY hereby covenants that it has discharged or shall discharge all outstanding liabilities, debts, mortgages, and encumbrances against the Said Land and Project before handing over possession to the SECOND PARTY.

5.2 In the event that any liability, charge, or encumbrance is discovered after the execution of this Deed, the FIRST PARTY shall be solely responsible for its settlement and shall indemnify the SECOND PARTY against any claims.

6. POSSESSION AND HANDING OVER

6.1 The FIRST PARTY shall hand over physical and legal possession of the Said Property to the SECOND PARTY on [DATE] (or within _____ days of registration of this Deed) in completed and ready-to-occupy condition, with all fixtures, fittings, and installations intact.

6.2 The SECOND PARTY shall take possession of the Said Property in its "as-is-where-is" condition, acknowledging that the Said Property has been visually inspected and approved by the SECOND PARTY.

6.3 Upon handing over possession, all risks, damages, losses, and liabilities related to the Said Property shall vest with the SECOND PARTY.

7. MAINTENANCE AND COMMON AREAS

7.1 The SECOND PARTY agrees to pay maintenance charges and common area maintenance (CAM) fees as determined by the Association of Allottees or Maintenance Agency designated by the FIRST PARTY for the upkeep and maintenance of common areas and facilities.

7.2 The SECOND PARTY shall comply with all rules, regulations, bye-laws, and restrictions stipulated by the FIRST PARTY, Association of Allottees, or Competent Authority regarding the use and maintenance of the Said Property.

8. BUILDING COVENANT AND RESTRICTIONS

8.1 The SECOND PARTY shall not make any structural alterations, additions, or modifications to the Said Unit without obtaining prior written consent from the FIRST PARTY and the Competent Authority as per RERA regulations.

8.2 The SECOND PARTY shall not engage in any unlawful, immoral, or anti-social activities within the Said Property or the Project.

8.3 The SECOND PARTY shall use the Said Property exclusively for commercial purposes as originally sanctioned and approved by the Competent Authority.

8.4 The SECOND PARTY shall not sub-let, lease, assign, or transfer the Said Property without first offering it to the Association of Allottees and complying with all RERA requirements and applicable laws.

9. COMPLIANCE WITH APPLICABLE LAWS

9.1 Both parties agree to comply with all applicable laws, rules, regulations, bye-laws, and orders of the Competent Authority, including but not limited to:

- (a) Real Estate (Regulation and Development) Act, 2016 (RERA)
- (b) Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010
- (c) Building Bye-laws of Nagar Palika Parishad Khekra
- (d) Municipal Corporation Rules and Regulations
- (e) Income Tax Act, 1961
- (f) GST Rules
- (g) All other applicable central and state laws

10. ENVIRONMENTAL AND POLLUTION COMPLIANCE

10.1 The FIRST PARTY confirms that the Project complies with all environmental regulations and has obtained necessary clearances from the Competent Environmental Authorities.

10.2 The Said Property is constructed with adherence to green building norms and energy conservation standards as applicable.

11. INSURANCE AND STRUCTURAL SAFETY

11.1 The SECOND PARTY agrees to obtain comprehensive insurance coverage for the Said Property at its own cost and maintain the same throughout the period of ownership.

11.2 The FIRST PARTY confirms that the Project has been constructed with full structural safety compliance and all necessary safety certifications have been obtained from the Competent Authority.

12. REPRESENTATIONS AND ACKNOWLEDGMENTS

12.1 The SECOND PARTY hereby represents and acknowledges that:

- (a) The SECOND PARTY has thoroughly inspected the Said Property and is fully satisfied with its condition, quality, construction, and location;
- (b) The SECOND PARTY has examined all relevant documents, approvals, clearances, and plans related to the Said Property and the Project;
- (c) The SECOND PARTY has conducted independent due diligence and is fully aware of the title, boundaries, liabilities, and all legal aspects of the Said Property;
- (d) The SECOND PARTY accepts the Said Property in the current condition with all visible and hidden defects, if any;
- (e) The SECOND PARTY shall not raise any objection or claim regarding quality, size, dimensions, area, design, construction, fittings, fixtures, or specifications of the Said Property at any time in the future;
- (f) The SECOND PARTY has obtained all necessary advice from legal, financial, and technical professionals before entering into this Deed.

13. AUTHORITY AND EXECUTION

13.1 The FIRST PARTY hereby confirms that it is fully authorized to execute this Deed and has obtained all necessary Board Resolutions and approvals from its competent authorities to conclude this transaction.

13.2 The authorized signatory executing this Deed on behalf of the FIRST PARTY has been duly authorized vide Board Resolution dated [•].

14. DISPUTE RESOLUTION

14.1 Any dispute or disagreement arising from this Deed shall first be resolved through mutual discussion between the parties.

14.2 If the dispute cannot be resolved through negotiation, either party may refer the matter to arbitration in accordance with the Arbitration and Conciliation Act, 1996.

14.3 The arbitration shall be conducted by a single arbitrator mutually agreed upon by the parties, and the seat of arbitration shall be Noida Uttar Pradesh.

14.4 Nothing in this clause shall prevent either party from approaching the UP RERA Authority or a competent court of law as provided under applicable laws.

15. NOTICES

15.1 All communications, notices, and demands relating to this Deed shall be in writing and shall be deemed to have been duly served if delivered personally or sent through registered post with acknowledgment due or courier to the addresses specified by the parties herein.

15.2 Change of address shall be communicated in writing to the other party within 15 days.

16. ENTIRE AGREEMENT

16.1 This Deed constitutes the entire agreement between the parties concerning the sale and transfer of the Said Property and supersedes all prior negotiations, understandings, and agreements, whether written or oral.

16.2 Any modification or amendment to this Deed shall be made only through a written supplementary deed duly signed and registered by both parties.

17. GOVERNING LAW AND JURISDICTION

17.1 This Deed shall be governed by and construed in accordance with the laws of the Republic of India, particularly:

- (a) The Transfer of Property Act, 1882
- (b) The Indian Contract Act, 1872
- (c) The Real Estate (Regulation and Development) Act, 2016
- (d) Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010
- (e) All other applicable central and state laws

17.2 The District Court / Courts having jurisdiction over Baghpat District, Uttar Pradesh shall have exclusive jurisdiction to entertain any suit or proceeding arising from this Deed.

18. SEVERABILITY

18.1 If any clause or provision of this Deed is found to be invalid, illegal, or unenforceable by any competent court or authority, such clause shall be severable, and the remaining clauses shall continue to be in full force and effect.

19. INTERPRETATION

19.1 In this Deed, unless the context otherwise requires:

- (a) Words importing the singular include the plural and vice versa;
- (b) Words importing masculine include feminine and neuter genders;
- (c) Words importing persons include companies, partnerships, and associations;
- (d) References to clauses, schedules, and annexures refer to clauses, schedules, and annexures of this Deed;
- (e) "Day" means calendar day, "Month" means calendar month, and "Year" means calendar year;
- (f) Headings are for reference only and do not form part of the operative provisions.

20. REGISTRATION AND EXECUTION

20.1 This Deed shall be registered with the Sub-Registrar's Office, _____, District Baghpat, in accordance with the provisions of the Registration Act, 1908.

20.2 Both parties agree to execute all necessary documents and submit the same for registration within _____ days of the date of this Deed.

IN WITNESS WHEREOF

The parties have executed this **Deed** on the date and place first mentioned above.

[SIGNATURES]

FIRST PARTY / SELLER

GOPI PICTURES LIMITED LIABILITY PARTNERSHIP

By: _____

Name: _____

Designation: _____

Date: _____

Signature: _____

SECOND PARTY / PURCHASER

(Individual/Company Name)

(Name & Signature of First Purchaser)

Date: _____

(Name & Signature of Second Purchaser, if applicable)

Date: _____

SCHEDULES

SCHEDULE-A: PAYMENT SCHEDULE AND FINANCIAL DETAILS

Detail	Amount
Base Price of Unit	Rs. _____
Goods and Services Tax (GST)	Rs. _____
Development Charges	Rs. _____
Infrastructure Charges	Rs. _____
Land Premium / Lease Rent	Rs. _____
Parking Charges (if any)	Rs. _____
Total Consideration	Rs. _____
Amount Paid as Token/Application Fee	Rs. _____
Amount Paid During Construction	Rs. _____
Balance Amount Paid	Rs. _____
Total Amount Received	Rs. _____

Mode of Payment: [Cheque/NEFT/DD/Cash]

Date of Payment: _____

SCHEDULE-B: PROPERTY DESCRIPTION

1. PROJECT DETAILS

Particulars	Details
Project Name	MAGNATE PLAZA
Category	Commercial

Location	Khasra Nos. 2852, 2854, Moza Khekra, District Baghpat, UP
Total Project Area	1580.93 Sq.m.
Approving Authority	Baghpat Baraut-Khekra Development Authority (BBKDA)
Sanction Letter No.	BBKDA/BP/23-24/0026
Sanction Letter Date	14.12.2023
Permit Validity	Up to 14.02.2029
RERA Registration No.	_____
Occupation/Completion Certificate	Granted on [Date]

2. UNIT DETAILS

Particulars	Details
Unit Number	[Unit No.]
Floor	[Floor Name]
Carpet Area (RERA)	[•] Sq.m. / [•] Sq.ft.
Super Built-up Area	[•] Sq.m. / [•] Sq.ft.
Unit Type	Shop / Store / Office / Commercial Space
Building/Block	[Building No.]
Total Inventory in this Unit	[Details]

3. PARKING DETAILS

Particulars	Details
Number of Car Parking Spaces	[Number]
Parking Type	[Covered/Open]
Parking Location	[Location Details]
Parking Area	[•] Sq.m. / [•] Sq.ft.