

CONVEYANCE DEED / SALE DEED

Type of Deed	:	Conveyance Deed/ Sale Deed
Location	:	Taramandal, Gorakhpur, U. P.
Situated at	:	Paalm Paradise
Type of Property	:	Residential Plot
Plot No.	:	
Area	:	 sqft. (..... sq.mtrs.)
Consideration	:	Rs
Details of circle Rate:-		
Part 2/4 kh		
Sr. N0. 143		
@..... /- sq mtr		
General instruction- 5		
Applied rate- Rs sq mtr		
Valuation	:	Rs/-
Stamp Duty	:	Rs/-
E-stamp	:	Rs/-
General Stamp	:	Rs/-

Seller- M/S. AISSHPRA LIFESPACES

Purchaser-

Seller's PAN No:

Purchaser's PAN No:

Seller's Mob No:

Purchaser's Mob No:

**This Deed of Conveyance / Sale is made and executed at Gorakhpur, U. P. on this
..... day of 2019**

BY

M/S. AISSHPRA LIFESPACES, a firm constituted under the provisions of the Indian Partnership Act, 1932, having its Head Office at 2nd Floor, Baldev Plaza, Golghar, Gorakhpur, U.P. through its duly authorized signatory, Mr......S/o Mr......R/o, hereinafter referred to as the “**VENDOR / DEVELOPER**”, (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

MR. son of Mr. resident at (hereinafter 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. All three VENDEES will have equal share in the said plot) of the **SECOND PART**.

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 purchased by VENDOR through various registered sale deed ex. Deed No. 6877 dated 26/06/2015 etc and the VENDOR through its partners, is the owner and/or is otherwise well and sufficiently entitled to pieces or parcels of land and also Gorakhpur Development Authority Gorakhpur approved the layout plan for said land through map no. 1303/2017 dated 10/01/2019.

AND WHEREAS the said plot situated in Paalm Paradise, revenue Village Talramgarh, Tappa & Pargana Haveli, Tehsil Sadar, Dist. Gorakhpur, U.P. (all the aforesaid lands shall hereinafter be called “the Said plot”) and is developing a Plotted Residential Colony named “**PAALM PARADISE**” on part of the Said Lands (hereinafter called the “**PAALM PARADISE** / “the Said Project”) after securing necessary approvals from development authority.

AND WHEREAS the VENDOR / DEVELOPER has been selling residential plots in the Said Project to its prospective purchasers.

AND WHEREAS the VENDOR vide an Agreement dated/....../.... (hereinafter the “Said Agreement”) agreed to transfer, sell and convey to the VENDEE(S) and the VENDEE(S) agreed to purchase a Residential **Plot bearing No. measuringsqft. (..... sq.mtrs.)** in the Said Project (more particularly described in Schedule B hereunder) (hereinafter referred to as the “Said Plot”) for a total consideration of **Rs/- (Rupees Thirty Lacks Nine Thousand only)** on the terms and conditions agreed upon by and between the VENDOR and the VENDEE(S), contained in the Said Agreement.

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 **PAALM PARADISE PROJECT** and the said plot 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, fire fighting etc.

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 Plot.

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

NOW THEREFORE THIS DEED OF CONVEYANCE WITNESSETH AS UNDER:

- 1- **That** in pursuance of the Said Agreement of the Said Plot and in consideration of the sum of **Rs/- (Rupees**
. . . .only) ("Sale Consideration") paid by the VENDEE(S) herein unto the VENDOR / DEVELOPER before execution of these presents, the receipt of which sum the VENDOR / DEVELOPER doth hereby acknowledges and admits and nothing remaining due as on date, except whatever has been made specifically payable, as per the terms stipulated hereinafter, the VENDOR / DEVELOPER doth hereby grant, convey, transfer, assure and assign, unto the VENDEE(S) **ALL THAT PIECE AND PARCEL** of the Said Plot as described in Schedule "B" given hereunder, together with the right of use of all ways, paths, rights, liberties, privileges whatsoever to the Said Plot and to have and to hold the same unto and to the use of the VENDEE(S), his/her/their successor and assigns, heirs, executors, administrators, absolutely and forever subject to the exceptions, reservations, conditions and covenants hereinafter contained and each of them.
- 2- **That** the VENDEE(S) hereby agrees with the VENDOR / DEVELOPER that the VENDEE(S) will at all times hereafter, observe and perform all the terms and conditions contained in the Said Agreement.

- 3- **That** the VENDOR / DEVELOPER hereby assures and declares that it, through its partners, is the sole, absolute, exclusive and rightful Owners of the Said Lands and has clear title of the property under transfer and is fully competent and has all rights and power to sell the same which is free from all encumbrances.
- 4- **That** the VENDEE(S) shall pay directly or if paid by the VENDOR / DEVELOPER, then reimburse to the VENDOR / DEVELOPER on demand, Government rates, property taxes, taxes of all and any kind by whatever name called, whether levied or leviable now or in future on the Said Lands / Said Project and/or the Said Plot, as the case may be, as assessable / applicable from the date of application of the VENDEE(S) and the same shall be borne and paid by the VENDEE(S) in proportion to the area of the Said Plot, as determined by the VENDOR / DEVELOPER. Further, the VENDEE(S) shall be liable to pay from the date of his/her application 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, GST, etc, at any stage and for any period in respect of the Said Land / Said Project (whether levied prospectively or retrospectively). Such additional levy shall be borne and paid by the Buyer on pro rata basis i.e. as per the area of the Said his Plot, as determined by the VENDOR / DEVELOPER. These taxes, fees, cesses, etc. shall be paid by the VENDEE(S) irrespective of the fact whether the maintenance is carried out by the VENDOR / DEVELOPER or its nominee or any other Body or Association of all or some of the Plot Owners.
- 5- **That** the VENDOR / DEVELOPER has put the VENDEE(S) in actual physical possession of the Said Plot and the VENDEE(S) hereby confirms taking over possession of the Said Plot from the VENDOR / DEVELOPER after satisfying himself/herself/themselves about the provision of amenities as per the Said Agreement.
- 6- **That** the VENDEE(S) shall be required to pay Common Maintenance and Service Charges as will be fixed by the VENDOR / DEVELOPER or Maintenance Agency or Association of Plot Owners and as stipulated in the Maintenance Agreement signed by the VENDEE(S). The decision of the VENDOR / DEVELOPER or Maintenance Agency of the Association of Plot Owners 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 Maintenance Agency or (Association of Plot Owners) as the case may be. The maintenance charges which shall include inter-alia the following: (a) all other rates, taxes, 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 Plot 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, etc. for common areas and all other equipment/machines/systems installed and used for common use such as pumping sets, water tank, electric cables, etc.

- 7- **That** the use of common areas and facilities by the VENDEE(S) within the Said Project shall be subject to the timely payment of maintenance charges as billed by the said Maintenance Agency / VENDOR / Association of Plot Owners 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, the 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, Maintenance Agency or Association of Plot Owners, as the case may be, for the period of delay.
- 8- **That** as and when any equipment or facility pertaining to the Said Project, including but not limited to DG sets, electric sub-station, pumps, fire fighting equipment, air-conditioning plant or any other plant or equipment of capital nature, etc. require replacement, upgradation, addition, etc., the cost thereof shall be contributed by the VENDEE(S) on pro-rata basis. The VENDOR / DEVELOPER, Maintenance Agency or Association of Plot Owners, as the case may be, shall have the sole authority to decide the necessity of such replacement, upgradation, addition, etc., including its timing or cost thereof.
- 9- **That** the VENDEE(S) shall not make any such additions or alterations in the Said Plot so as to cause blockage or interruption in the common areas and facilities within the Said Project and/or to cause any structural damage to the structure of any other building in the Said Project.
- 10- **That** the VENDEE(S) shall not construct or demolish any structure constructed by the VENDEE(S) on the Said Plot without the prior written approval and consent of the Gorakhpur Development Authority Gorakhpur. The VENDEE(S) hereby indemnifies the VENDOR / DEVELOPER from any liability devolving on the Said Plot or the Said Project attributable to any such act of the VENDEE(S). The VENDEE(S), however, undertakes that the VENDEE(S) shall not divide/sub-divide the Said Plot in any manner and shall abide by all laws, bye-laws, rules and regulations of the Government, Local/Municipal Authorities and/or any other Authority(ies) and local bodies pertaining to the Said Plot or any construction raised

thereon and shall attend and answer and be responsible for all deviations, violations or breaches of any such condition or law, bye-laws or rules and regulations.

- 11- **That** the VENDEE(S) shall not put up any name or sign board, neon light, publicity or any kind of advertisement material, hoarding, etc., on the Said Plot or on the external façade of any construction thereon.
- 12- **That** the VENDEE(S) shall not use the Said Plot or permit the same to be used for any purpose other than the purpose sanctioned as per Govt. Regulations or as may be ear-marked in the Layout Plans sanctioned by the Gorakhpur Development authority or use the same for any purpose which may or is likely to cause nuisance or annoyance to occupiers of the adjoining Plots or for any illegal or immoral purposes, and shall not do or suffer anything to be done in or about the Said Plot which tend to cause damage to the adjoining Plots. The VENDEE(S) shall not use the Said Plot for any activity commercial or otherwise except for residential purpose. However, if the VENDEE(S) uses or permits use of the Said Plot for any purpose contrary to the permissible use, then in that event, the VENDOR / DEVELOPER, Maintenance Agency, Association of Plot Owners, as the case may be, shall be entitled to take action in accordance with law. Any liability arising as a result of non-conformance of this stipulation shall be the sole responsibility of the VENDEE(S).

NOTE:- The said Vendee(s) so far has not paid the advance for Two (2) years maintenance charges (Rs. 21.52/Sq. Mtr.) till now, but, however, the vendee has committed to pay the same within 2-3 months after signing of this sale deed.

- 13- **That** the VENDEE(S) may transfer by sale, gift or otherwise, the Said Plot including any construction thereon. However, before such transfer, the VENDEE(S) shall inform the VENDOR / DEVELOPER, Maintenance Agency or Association of Plot Owners, as the case may be, of the said transfer and clear the maintenance charges or other Government outstandings, if any, and also take "NO DUES CERTIFICATE" from the VENDOR / DEVELOPER, Maintenance Agency or Association of Plot Owners, as the case may be.
- 14- **That** the VENDEE(S) has undertaken and doth hereby undertake that the VENDEE(S) shall be solely responsible and liable for violation of any provision of law and other applicable rules, regulations or directions of competent authorities and that the VENDEE(S) shall keep indemnified the VENDOR / DEVELOPER and its employees or the Maintenance Agency for any liability and/or penalty resulting from such violation(s).
- 15- **That** the VENDEE(S) shall have no right, title or interest of any kind in land earmarked for community facilities/amenities in the Said Project. Further, the VENDEE(S) shall not have any claim or right in any commercial premises or

interfere in the booking of Plots and finalization of sale of Plots in the Said Project and in the operation and management commercial premises and/or infrastructural and/or community facilities in the Said Project.

- 16- **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 at Rs /- (**Rupees** **only**) 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 Plot shall be borne and paid by the VENDEE(S) exclusively and the VENDOR / DEVELOPER accepts no responsibility in this regard.
- 17- **That** the VENDEE(S) agrees and confirms that all the obligations arising out of and under this Sale/Conveyance Deed in respect of the Said Plot/Said Project shall equally be applicable and enforceable against any and all occupiers, tenants, licencees and/or subsequent purchasers of the Said Plot as the said obligations go with the Said Plot for all intents and purposes and the VENDEE(S) assures the VENDOR / DEVELOPER that the VENDEE(S) shall take sufficient steps to ensure the performance of his/her/their obligations in this regard.
- 18- **That** except for the Said Plot sold herein and all common easementary rights attached therewith, the entire common areas and facilities provided in the Said Project and its adjoining area including the unallotted area shall remain the property of the VENDOR / DEVELOPER and those shall be seized and deemed to be in the possession of the VENDOR / DEVELOPER. The VENDOR / DEVELOPER shall be entitled to any future exploitation of the same, subject to necessary statutory approvals/compliances, and the VENDEE(S) shall not raise any objection in this regard. It is expressly understood by the VENDEE(S) that the VENDEE(S) shall have no right to any nature over any areas outside the boundaries of the Said Plot in terms of these presents except the right of ingress /regress.
- 19- **That** is understood by the VENDEE(S) that the internal maintenance of the premises to be constructed on the Said Plot and also insurance of its components shall always remain the responsibility of the VENDEE(S). The VENDEE(S) shall not keep any hazardous, explosive, inflammable chemicals, material, etc. which may cause damage to the Said Plot and the premises constructed thereon and/or its neighbor hood. The VENDEE(S) shall be solely liable for the same.
- 20- **That** the VENDEE(S) assures and covenants that the provisions of the Uttar Pradesh Apartment Act, 2010, and other statutory laws, rules or guidelines, wherever

applicable, will be observed and complied with by the VENDEE(S). The VENDEE(S) expressly agrees and undertakes that the VENDEE(S) shall join the Association of Plot Owners as and when the same is formed and the VENDEE(S) shall abide by the rules, regulations and guidelines of the Association as framed, amended or modified from time to time.

- 21- **That** if any provision of this Conveyance Deed / Sale Deed shall be determined to be void or unenforceable under any applicable law, such provisions shall be deemed to be amended or deleted in so far as are reasonably inconsistent with the purpose of this Deed and to the extent necessary to conform to the applicable laws, and the remaining provisions of this Deed shall remain valid and enforceable in accordance with their terms.
- 22- **That** this Deed is subject to jurisdiction of Courts at Gorakhpur, U. P.

PAYMENT SHEDULE

Sr. No.	Amount (Rs)	RTGS/Ref. No.	Bank	Date
1.				
2.				
3.				

SCHEDULE – A

ALL THAT piece or parcel of land thereunto belonging and appertaining thereto admeasuring 125523.30 Sq Mtr Zone A of project “**PAALM PARADISE**” as per layout plan map no. 1303/2017 be the same a little more or less, situated lying at and being premise bearing Arazi Nos. 1034, 1035, 1036, 1037, 1038, 1039, 1040, 1041, 1042, 1044, 1045, 1046, 1047, 1049, 1014] 1015, 1016, 1017, 1018, etc of revenue Village Talramgarh Tappa & Pargana Haveli, Tehsil Sadar, Distt Gorakhpur, under police station Talramgarh,

On the North	:	
On the East	:	
On the South	:	
On the West	:	

SCHEDULE – B**(Description of the property/Plot conveyed to the VENDEE(S))**

ALL THAT piece and parcel of Residential Plot No. admeasuring **sqft.** (.
 **sq.mtrs.**) in the Plotted Residential Colony “**PAALM PARADISE**” Dist. Gorakhpur,
 U. P. which dimension and bounded as below:

Dimension:

On the East	:	Mtr
On the West	:	Mtr.
On the North	:	Mtr.
On the South	:	Mtr.

Boundaries:

East	:	
West	:	
North	:	
South	:	

SIDE PLAN of Plot No. Area Sq. Mtr. Situated at
 “**PAALM PARADISE**” Talramgarh, Gorakhpur

Plot No.

Road 9.0 Mtr. width	 Mtr.	Plot No
	 Mtr. Mtr.	
	 Mtr.	
	Plot No.	

SIGNED SEALED AND DELIVERED IN PRESENCE OF WITNESSES:

This Sale Deed presented in office of Sub Registrar for registration by on behalf of seller in legal capacity of authenticated power of attorney holder of through deed dated 14/02/2019, Bahi NO., Khand, Page to, Serial No. 3 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. AISSHPRA LIFESPACES

(Authorised Signatory)

WITNESSES

1.....

2.....

Drafted & Typed by

.....

Advocate

Date .../.../.....