

CONVEYANCE DEED / SALE DEED

Type of Deed : Conveyance Deed/ Sale Deed
 Location : Lacchipur, Gorakhpur, U. P.
 Situated at : ----- (building name)
 Type of Property : Commercial Premises/Shop
 Shop No. : ----
 Floor : --- Floor
 Carpet Area : ----- Sq. Ft (----- Sq. Mtr.)
 Covered Area : ----- Sq. Ft (----- Sq Mtr.)
 Consideration : Rs -----/-

Details of circle Rate:-

Part 3

Sr. NO. 25

@103000/- sq mtr

General instruction- 25

Applied rate- Rs -----/-

Valuation : Rs -----/-
 Stamp Duty : Rs -----/-
 E-Stamp : Rs -----/-

Seller- LIMELITE TRADECOM PRIVATE LIMITED

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 -----2021

BY

LIMELITE TRADECOM PRIVATE LIMITED ----- **through its director** ----- **son of** ----- **resident** -----, Gorakhpur (UP), 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

----- **wife of** ----- resident at ----- (UP) (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) of the *SECOND PART*.

WHEREAS the absolute and lawful owner of Gata Number 679 totally admeasuring 1612.87 sq mtr situated at Lacchipur, Tappa- Kasba, Pargana- Haveli, Tehsil- Sadar, District- Gorakhpur **MR. Dashrath Prajapati etc.** executed builders agreement in favour of LIMELITE TRADECOM PRIVATE LIMITED through vide deeds dated ----- registered as documents no. ----- dated ----- at the Sub-Registrar I Gorakhpur.

ANDWHEREAS 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 DEVELOPER through above deeds and the 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 map no. ----- dated -----.

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

AND WHEREAS the said building situated in revenue Village Lacchipur, Tappa- Kasba, Pargana- Haveli, Tehsil- Sadar, District- Gorakhpur, U.P. and is developing a commercial building named "-----" on part of the Said Lands (hereinafter called "-----"/ "the Said Project") after securing necessary approvals from development authority.

AND WHEREAS the VENDOR / OWNER has been owned the share of building through said developer/Builders agreement together with supplementary deed dated ----- document No. ----- and VENDOR / OWNER selling commercial premises of the Said Project to its prospective purchasers.

AND WHEREAS the VENDOR vide an Agreement/allotment dated ----- (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. ----- measuring carpet area ----- sqft. (----- sq. mtr.), covered area ----- Sq Ft (----- sq mtr)** in the Said Project (more particularly described in Schedule B hereunder) (hereinafter referred to as the "Said Shop") for a total consideration of **Rs -----/- (Rupees ----- only)** 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 -----**(building name)**----- 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, 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 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 THEREFORE THIS DEED OF CONVEYANCE WITNESSETH AS UNDER:

- 1- **That** in pursuance of the Said Agreement/Allotment of the Said Shop and in consideration of the sum of **Rs -----/- (Rupees ----- only)** ("Sale Consideration") paid by the VENDEE(S) herein unto the VENDOR / OWNER before execution of these presents, the receipt of which sum the VENDOR / OWNER 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 Shop 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 / OWNER that the VENDEE(S) will at all times hereafter, observe and perform all the terms and conditions contained in the Said Agreement/allotment letter.

- 3- **That** the VENDOR / OWNER hereby assures and declares that it, through its partners, is the sole, absolute, exclusive and rightful Owners of the Said Shop 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 / OWNER, then reimburse to the VENDOR / OWNER 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 Shop, 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 Shop, as determined by the VENDOR / OWNER. 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 Shop (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 / OWNER. These taxes, fees, cesses, etc. shall be paid by the VENDEE(S) irrespective of the fact whether the maintenance is carried out by the DEVELOPER or its nominee or any other Body or Association of all or some of the Shop Owners.
- 5- **That** the VENDOR has put the VENDEE(S) in actual physical possession of the Said Shop and the VENDEE(S) hereby confirms taking over possession of the Said Shop from the VENDOR 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 Shop 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 Shop 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 Shop Owners) as the case may be. The maintenance charges which shall include 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 Building .
- 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 Shop 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 Shop Owners, as the case may be, for the period of delay.
- 8- **That** the VENDEE(S) shall not make any such additions or alterations in the Said Shop 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.
- 9- **That** the VENDEE(S) shall not construct or demolish any structure constructed by the DEVELOPER on the Said Shop.
- 10- **That** the purchaser shall have no right to place signboard / neon signs or any other mark on any other place except the space specifically allotted to the purchaser for the said purpose.
- 11- **That** it has specifically been agreed and accepted by the purchaser that the purchaser will not carry or do any business for Cooking, Restaurant, Bar or Beer Bar, sale of any items, Tea Coffee Cold Drinks, Fruit Juice, Milk, Meat, fish, Chicken Items, Alcoholic beverages or any business of Automobile, repairing of automobiles or create any sound pollution or smoke pollution in said property sold through this sale deed,

either by himself or through any one in any capacity. It is made clear that the sale of the said property is made exclusively for use of the office purpose and shall be used exclusively for the office purposes.

- 12- **That** the VENDEE(S) shall not use the Said Shop 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 Shops or for any illegal or immoral purposes, and shall not do or suffer anything to be done in or about the Said Shop which tend to cause damage to the adjoining Shops. The VENDEE(S) shall not use the Said Shop for any activity Residential or otherwise except for commercial purpose. However, if the VENDEE(S) uses or permits use of the Said Shop for any purpose contrary to the permissible use, then in that event, the VENDOR / DEVELOPER, Maintenance Agency, Association of Shops 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).
- 13- **That** the VENDEE(S) may transfer by sale, gift or otherwise, the Said Shop including any construction thereon. However, before such transfer, the VENDEE(S) shall inform the VENDOR, Maintenance Agency or Association of Shops 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 Shops 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** except for the Said Shop 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.
- 16- **That** is understood by the VENDEE(S) that the internal maintenance of the premises to be constructed on the Said Shop 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 Shop and the premises constructed thereon and/or its neighborhood. The VENDEE(S) shall be solely liable for the same.
- 17- **That** this Deed is subject to jurisdiction of Courts at Gorakhpur, U. P.
- 18- **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 the valuation of Shop **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 Shop shall be borne and paid by the VENDEE(S) exclusively and the VENDOR / DEVELOPER accepts no responsibility in this regard.

PAYMENT SHEDULE

Sr. No.	Amount (Rs)	RTGS/Cash	Bank	Date
1.				

2.				
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SCHEDULE – A

ALL THAT piece or parcel of land thereunto belonging and appertaining thereto admeasuring ----- sq mtr of project “-----” as per layout plan map no. ----- be the same a little more or less, situated lying at and being premise bearing Gata Number ----- - situated at Lacchipur, Tappa- Kasba, Pargana- Haveli, Tehsil- Sadar, District- Gorakhpur,

On the North : -----
 On the East : -----
 On the South : -----
 On the West : -----c.

SCHEDULE – B

(Description of the property/Shop conveyed to the VENDEE(S))

ALL THAT The Commercial Premises, Shop No. -----of ----- Floor admeasuring carpet area ----- -- sqft. (----- sq.mtrs.) in the “-----” situated at Lacchipur, Tappa- Kasba, Pargana- Haveli, Tehsil- Sadar, District- Gorakhpur U. P. which dimension and bounded as below:

Dimension: Shown in attached Map

Boundaries:

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.

This Sale Deed presented in office of Sub Registrar for registration by VIJAI KUMAR SHARMA on behalf of seller in legal capacity of authenticated power of attorney holder of SHOBHIT MOHAN DAS through deed dated ----- Bahi NO. VI Khand ----- Page ----- to ----- Serial No. -----registered in Office of Sub Registrar II Gorakhpur

VENDOR

VENDEE

WITNESSES

1.....

2.....

Drafted & Typed by

A.N. Shukla
 Advocate
 Date --/--/2021