

CONVEYANCE DEED / SALE DEED

Type of Deed	:	Conveyance Deed/ Sale Deed
Location	:	Taramandal, Gorakhpur, U. P.
Situated at	:	Paalm Springs, Paalm Paradise
Type of Property	:	Residential Plot
Plot No.	:	
Area	:	_____ sqft. (_____ sq.mtrs.)
Cost	:	
Stamp Duty	:	

This Deed of Conveyance / Sale is made and executed at Gorakhpur, U. P. on this _____ day of _____, in the year two thousand _____

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. Nilotpall Ray (Aadhar No.....) S/o Mr. Manoj Kumar Ray R/o 40, Vindhyavasini Nagar, Bank Road, Gorakhpur, 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

(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 VENDOR / DEVELOPER through its partners, is the owner and/or is otherwise well and sufficiently entitled to pieces or parcels of land bearing Khasra No. _____ admeasuring _____ acres situated in Paalm Paradise, Taramandal, Dist. Gorakhpur, U.P. (all the aforesaid lands shall hereinafter be called “the Said Lands”) and is developing a Plotted Residential Colony named “**PAALM SPRINGS**” on part of the Said Lands (hereinafter called the “**PAALM SPRINGS**” / “the Said Project”) after securing necessary approvals and sanctions from the designated authorities.

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. _____ measuring _____ sq.ft. (_____ sq. mtrs.) in the Said Project (more particularly described in Schedule A hereunder) (hereinafter referred to as the “Said Plot”) 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.

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 _____ (“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 “A” 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 or 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, (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. 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. 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 competent authority. 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 earmarked in the Layout Plans sanctioned by the competent 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).

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 neighbourhood. 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.

SCHEDULE – A

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

ALL THAT piece and parcel of Residential Plot No. _____ admeasuring _____ sq.ft. (_____ sq. mtrs) in the Plotted Residential Colony “Paalm Springs”, Paalm Paradise, Taramandal, Dist. Gorakhpur, U. P.

North :

South :

East :

West :

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

SIGNED SEALED AND DELIVERED IN PRESENCE OF WITNESSES:

VENDOR / DEVELOPER

For M/S. AISSHPRA LIFESPACES

(Authorised Signatory)

VENDEE

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WITNESSES

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